

**HAYWARD UNIFIED SCHOOL DISTRICT  
AND  
HAYWARD EDUCATION ASSOCIATION, CTA/NEA**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2019 to June 30, 2022**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 RECOGNITION .....	2
ARTICLE 2 SAVINGS PROVISION .....	3
ARTICLE 3 DISTRICT RIGHTS.....	4
ARTICLE 4 CONCERTED ACTIVITIES .....	5
ARTICLE 5 SUPPORT OF AGREEMENT .....	6
ARTICLE 6 NEGOTIATIONS: PROCESS, DURATION & COMPLETION .....	7
ARTICLE 7 DISCIPLINE LESS THAN DISMISSAL .....	9
ARTICLE 8 GRIEVANCE PROCEDURE .....	11
ARTICLE 9 EMPLOYEE SAFETY .....	15
ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS .....	24
ARTICLE 11 LEAVES OF ABSENCE .....	37
ARTICLE 12 CLASS SIZE .....	52
ARTICLE 13 EVALUATION .....	59
ARTICLE 14 TRANSFER PROCEDURES.....	68
ARTICLE 15 ASSOCIATION RIGHTS .....	77
ARTICLE 16 NONDISCRIMINATION .....	81
ARTICLE 17 SUMMER SCHOOL & INTERVENTION PROGRAMS/TEACHERS.....	82
ARTICLE 18 COMPENSATION FOR EXTRA WORK LOAD .....	84
ARTICLE 19 RETIREMENT OPTION .....	85
ARTICLE 20 MISCELLANEOUS RETIREMENT PROVISIONS.....	90
ARTICLE 21 PEER ASSISTANCE AND REVIEW .....	93
ARTICLE 22 COMPENSATION.....	100
ARTICLE 23 PERSONNEL FILES.....	115
ARTICLE 24 PROFESSIONAL GROWTH.....	117
ARTICLE 25 ACADEMIC FREEDOM .....	118
ARTICLE 26 CURRICULUM AND INSTRUCTION .....	120
ARTICLE 27 RESTRUCTURED COMPREHENSIVE HIGH SCHOOLS .....	121
ARTICLE 28 SITE BASED DECISION MAKING.....	125
ARTICLE 29 DISTANCE LEARNING.....	130

APPENDICES:

A	Compensation for Extra Work Load 2017-2018.....	i
B1	Teacher Salary Schedule 2018-2019 (200 Days) .....	vi
B2	Teacher Salary Schedule 2018-2019 (186 Days) .....	vii
B3	Counselor/Speech Therapist Salary Schedule 2018-2019 .....	viii
B4	School Psychologist Salary Schedule 2018-2019 .....	ix
B5	Adult Education/School Nurse Salary Schedule 2018-2019 .....	x
B6	Adult Ed Hourly Salary Schedule 2018-2019.....	xi
B7	Child Development Programs Salary Schedule 2018-2019 (225 Days) .....	xii
B8	Child Development Programs Salary Schedule 2018-2019 (183 Days) .....	xiii
B9	Teacher Salary Schedule 2017-2018 (200 Days) .....	xiv
B10	Teacher Salary Schedule 2017-2018 (186 Days) .....	xv
B11	Counselor/Speech Therapist Salary Schedule 2017-2018 .....	xvi
B12	School Psychologist Salary Schedule 2017-2018 .....	xvii
B13	Adult Education/School Nurse Salary Schedule 2017-2018 .....	xviii
B14	Adult Ed Hourly Salary Schedule 2017-2018.....	xix
B15	Child Development Programs Salary Schedule 2017-2018 (225 Days) .....	xx
B16	Child Development Programs Salary Schedule 2017-2018 (183 Days) .....	xxi
B17	Teacher Salary Schedule 2016-2017 (200 Days) .....	xxii
B18	Teacher Salary Schedule 2016-2017 (186 Days) .....	xxiii
B19	Counselor/Speech Therapist Salary Schedule 2016-2017.....	xxiv
B20	School Psychologist Salary Schedule 2016-2017.....	xxv
B21	School Nurse Salary Schedule 2016-2017 .....	xxvi
B22	Adult Education Salary Schedule 2016-2017.....	xxvii
B23	Adult Ed Hourly Salary Schedule 2016-2017.....	xxviii
B24	Child Development Programs Salary Schedule 2016-2017 (225 Days) .....	xxix
B25	Child Development Programs Salary Schedule 2016-2017 (183 Days) .....	xxx
C	Evaluation Forms and Worksheets .....	xxxix
D	Education Code 48900 & 49079 .....	xxxvii

SIDE LETTERS:

School Improvement Grant – Burbank ..... xl  
School Improvement Grant – Longwood ..... xlv  
School Improvement Grant – Tennyson ..... l  
School Improvement Grant - Tennyson Summer Academy ..... lvi  
Adult School - Hourly Teachers - Change in Working Conditions ..... lvii  
Adult School - Contracted Teachers - Change in Working Conditions ..... lix  
Child Development Center ..... lxi  
Transitional Kindergarten ..... lxii  
Reemployment Rights of K-12 Members Reemployed After Layoff ..... lxiv  
Reemployment Rights of Permanent Adult School Teachers ..... lxvi  
Nurse Staffing ..... lxviii  
Budget Forum ..... lxix

## PREAMBLE

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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 2016-2019 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 1 RECOGNITION

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The District recognizes Hayward Education Association, CTA/NEA (“Association” or “HEA”) as the exclusive representative for the following group of employees:

All temporary, probationary and permanent full-time certificated employees, which include Interns, all temporary, probationary and permanent part-time certificated employees, which includes librarians, nurses, counselors, speech therapists, pre-school teachers, school psychologists, social workers, latchkey teachers, children center instructors, parent nursery teachers, program resource teachers, psychologists, 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, associate superintendent, executive director, director, assistant principal, coordinator, supervisor, principal, vice-principal and dean. 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 2 SAVINGS PROVISION**

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If any provision of this contract or any application thereof to any unit member or group of unit members 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 3 DISTRICT RIGHTS**

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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 unit members.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and, then only, to the extent such specific and express terms are in conformance with law.

## **ARTICLE 4 CONCERTED ACTIVITIES**

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

It is agreed and understood that any unit member 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 unit member and/or the Association.

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 5 SUPPORT OF AGREEMENT**

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The District and the Association 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 Association will support this Agreement and that the Association, for its term, will not appear before the 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 Association.

## **ARTICLE 6 NEGOTIATIONS: PROCESS, DURATION & COMPLETION**

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- A. This Agreement, beginning July 1, 2019, shall remain in full force and effect up to and including June 30, 2022, 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. During the 2021-22 school year, the parties shall reopen Article 22 – Compensation (including Appendix A) and each party may open one (1) additional article. The parties shall notify each other in writing of their intent to negotiate by March 1, 2021.
- B. Notwithstanding the deadline in paragraph A, in the event that either party wishes to renegotiate the terms of the contract, in the six month period before this contract expires the parties shall work together in good faith in an effort to ensure a timely beginning to negotiations and an efficient negotiations process, to help meet the goal of reaching prompt agreement. Not later than the first regular Board meeting in February of the calendar year in which this Agreement expires, the Association shall submit its initial proposal for the ensuing Agreement. The District will present it to the public at the next Board meeting. At the subsequent Board Meeting, 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.
- C. Either party may utilize the services of outside consultants to assist in the negotiations.
- D. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- E. 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.
- F. 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.
- G. 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.
- H. 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 6 NEGOTIATIONS: PROCESS, DURATION & COMPLETION**

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- I. During the term of this Agreement, the Association 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 Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
  
- J. The District will publish the contracts online and distribute hard copies to all unit members.

## **ARTICLE 7 DISCIPLINE LESS THAN DISMISSAL**

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- A. The District may discipline a unit member only for just cause.
- B. For purposes of this Article, “discipline” is a suspension without pay for up to fifteen (15) working days and any written warning or reprimand which is placed in a unit member’s personnel file.
- C. A unit member may be dismissed only according to the provisions of the California Education Code.
- D. Suspensions without pay, which exceeded fifteen (15) days in length, shall be implemented according to the provisions of the California Education Code.
- E. Notices of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be provided to the Association at or about the same time notice is served on the employee. The notice of suspension will contain
  - 1. A copy of this Article;
  - 2. The proposed suspension;
  - 3. A statement of the act(s) or infraction(s) upon which the suspension is based;
  - 4. Where applicable, a statement of rules, regulations or statutes which the bargaining unit member is alleged to have violated;
  - 5. Copies of the documentary evidence upon which the proposed suspension is based;
  - 6. A statement of the unit member’s right to challenge the proposed suspension by requesting a hearing pursuant to the arbitration procedures of Article 8 Grievance Procedure of this agreement.
- F. Only suspensions without pay (up to 15 working days) may be appealed to arbitration under the grievance procedure in Article 8 Grievance Procedure, commencing with the superintendent or designee level (Level II).
  - 1. The Association must request a Level II grievance meeting by delivering written notice of appeal to the superintendent/designee within ten (10) working days after the employee’s receipt of the suspension notice. Thereafter, all procedures and time limits are as specified in Article 8 Grievance Procedure.
  - 2. Regardless of whether or not the Association files a grievance, the suspension without pay may be imposed immediately by the District.
- G. Written warnings or reprimands are not subject to the grievance procedure, but are covered under the appeal procedure specified in Article 23E Personnel Files. However, during an arbitration hearing concerning a suspension, as noted above, the Association may challenge the just cause of any prior written warning or reprimand used by the District as a basis for the suspension. Such challenge may

## ARTICLE 7 DISCIPLINE LESS THAN DISMISSAL

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be made regardless of whether the written warning was appealed under Article 23E at the time of its issue.

- H. The parties will keep all information or proceedings regarding any actions or proposed actions pursuant to the Article confidential to the extent permitted by law.
- I. Nothing in this article shall apply to or limit the District from exercising its discretion to place employees on administrative leave with pay.

## ARTICLE 8 GRIEVANCE PROCEDURE

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### A. Definitions

1. Grievance – A grievance is a claim regarding the interpretations or application of this Agreement.
2. Grievant – A grievant may be the Association or any unit member 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

1. When a unit member has a grievance, the unit member shall first discuss the matter in an informal conference with the administrator with immediate administrative responsibilities for the position to which the unit member is assigned.
2. If the matter is not resolved at the informal conference, the unit member 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 unit member 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 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 unit member'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 seven (7) days after receiving the complaint.

## ARTICLE 8 GRIEVANCE PROCEDURE

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### C. 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. Level III

1.
  - a. If the decision at Level II is not satisfactory or the timelines stated above have been violated, 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.
  - b. Within ten (10) days of the grievant's request for arbitration, the Association President and/or his/her designees, the Superintendent and the Assistant Superintendent, Human Resources, shall meet to resolve the grievance. The Superintendent shall communicate his/her decision to the Association, in writing, within ten (10) days after the meeting.
  - c. 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. Representatives of the District and Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from that person to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall file a demand to arbitrate with the American Arbitration Association. The selection of the arbitrator shall be in accordance with the American Arbitration Association's procedures. The Association and the District shall pay one-half (1/2) of any charges required by the American Arbitration Association for services rendered. The cost of the impartial person and hearing expenses shall be shared equally by the District and the grievant or the Association.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

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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 unit member 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 member may at any time present grievances to the employer and have such grievances adjusted without the intervention of the Association 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

## ARTICLE 8 GRIEVANCE PROCEDURE

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shall not agree to a final resolution of the grievance until the Association 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 member 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 member, the grievance may be filed on behalf of all affected unit members, and if the grievance affects unit members at more than one work location it may be initiated at Level II. Grievances concerning the same issues 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 9 EMPLOYEE SAFETY

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### A. Safety and Health

1. The District shall make provisions for the safety of unit members in all aspects of their employment. This shall include published District or school procedures on the safety of unit members. These procedures shall be disseminated to unit members as appropriate and to the safety committee at each school site.
2. No unit member shall be discharged solely because the unit member has a life-threatening illness. If the unit member has a life-threatening illness which affects the unit member's ability to perform duties, or poses a health danger to the unit member or to others, the unit member 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 unit member is physically capable of safely performing duties.

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

3. Each site administrator shall maintain a Site Safety Committee, which shall discharge its duties under the District's IIPP, District guidelines and State law. At the first faculty meeting of each year, the Principal or designee shall inform the staff of the content of the site and District-wide Illness and Injury Prevention Plan (IIPP). By the fifteenth (15<sup>th</sup>) day of the instructional school year, the site administrators will distribute the District-recommended list of emergency safety supplies. By October 1<sup>st</sup> or prior to the first district safety committee meeting, whichever comes first, the site safety committees will submit to the District Safety Committee an inventory of the site emergency supplies including any missing supplies. Prior to the Thanksgiving break, the District will provide any necessary emergency supplies. If a unit member or school site safety committee believes a safety procedure is inadequate, the unit member 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/supervisor's solution be considered unsatisfactory, the unit member or committee may appeal the problem, in writing, to the appropriate assistant superintendent for further consideration and action. The determination of the matter by the Assistant Superintendent, Human Resources, shall be reported to the unit member or committee as soon as possible, but no more than five (5) days after receipt of the appeal. The unit member or committee may request the response to be in writing.
4. The District and sites, in consultation with the staff, shall regularly review and update their emergency plans.
5. Teachers will be notified promptly of any major disturbances which have occurred on campus. i.e., an event which restricts teachers to their

## **ARTICLE 9 EMPLOYEE SAFETY**

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classrooms or causes a delay in dismissal or change in schedule. Site safety committees will establish protocols for how notification will occur and the plan will be submitted to the District Safety Committee for review in compliance with the law.

- a. HEA will be contacted as soon as possible of the occurrence of any threat with a weapon, assault, and/or physical threat of a unit member to the extent known and can be otherwise disclosed by District Administration.
6. a. The District shall inform teachers and counselors of any pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in Education Code section 48900 (except in sub-division H) or in Section 48900.2, 48900.3, 48900.4, or 48900.7 and required to be disclosed to teachers under Education Code section 49079, not later than the 3<sup>rd</sup> business day after the District is notified.

All other unit members will be concurrently notified electronically. The notification will inform staff that they may contact administration for further relevant information, including a photo, if available.

- b. The behavior referred to above includes, but is not limited to, the use of force or violence, assault, possession of weapons or explosives, using or selling controlled substances, robbery, and/or damaging property, all of which are more fully defined by section 48900.
  - c. The District shall provide the information required by this section based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency or information from a School Resource Officer (S.R.O.) for the three (3) previous school years.
  - d. Any information received by a teacher or counselor pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher or counselor.
7. The District shall inform parents/guardians of the policies and laws regarding physical and verbal assaults within the District's discipline handbook.
  8. The school site safety committee will review and make recommendations for clean room/school standards.
  9. Each member will have a common key to access hallways, restrooms and other shared areas including, but not limited to, the cafeteria, faculty room,

## ARTICLE 9 EMPLOYEE SAFETY

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and copy room.

### B. Facilities, Conditions and Equipment

1. Once reported, by a unit member or within the AHERA report, the District will immediately remove all friable asbestos at each site, in accordance with the timelines B5 below. The District will provide a copy of the AHERA report to each school site to be discussed at the first staff meeting of the school year.
2. A unit member or school site safety committee shall report promptly, in writing, to the immediate supervisor any unhealthy or unsafe facilities, conditions or equipment. The administrator shall respond appropriately to the report. If the unit member or committee is not satisfied with the administrator's disposition of the issue, either may appeal the problem, in writing, to the superintendent or designee for further consideration and action. The determination of the matter by the superintendent or designee shall be reported to the unit member or committee as soon as possible, but not more than five (5) days after receipt of the appeal. The unit member or committee may request the response to be in writing.
3. Unit members 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.
4. The District shall inform the Association and school site safety committees annually, and unit members upon request, of the location of Cal-OSHA general industrial safety information, orders and procedures relating to workplace safety which have been provided to the District by Cal-OSHA.
5. When an administrator or unit member finds a condition is such as to render a situation unsafe, unhealthy or hazardous, the administrator or unit member shall take immediate steps to protect the safety of the unit member, including, as necessary, submitting a work order to rectify the condition.
  - a. The work order procedure will provide information to the site regarding the status of work orders, including time and date received, contact person, and expected completion date, which shall not be more than twelve (12) working days after date of receipt of the work order by the Maintenance and Operations Department.
  - b. The parties agree the provisions of this section apply only to unsafe, unhealthy or hazardous conditions, as opposed to normal/routine maintenance issues.

## ARTICLE 9 EMPLOYEE SAFETY

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- c. The parties agree that in some cases, interim measures may be utilized to temporarily rectify a condition, and that the undertaking of major repairs may need to be scheduled beyond the twelve (12) days in order to avoid disruption of educational programs and activities. The timeline for repairs beyond the twelve (12) working days will need to be mutually agreed upon by the HEA president or designee and an HUSD representative.
  6. 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.
  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 technology, and home economics rooms.
  8. In the event an infestation of vermin, insects or other unhealthful conditions is discovered, the District, will notify the site and impacted members forty-eight (48) hours prior, or as soon as possible with the member's consent, to the application of herbicides or pesticides.
  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 members 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 members 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 without prior notice.
  10. The District will respond affirmatively and responsibly to requests to test drinking water for contaminants at school sites. Any report shall be copied to HEA.
  11. With new construction and modernization, as funding becomes available, classrooms will have doors which are lockable from the inside of the classroom.
- C. Legal Protection
1. The Board, upon the request of a unit member, will provide for the defense of any civil action or proceeding brought against him/her, in his/her official

## ARTICLE 9 EMPLOYEE SAFETY

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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 unit member 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 unit members, tort liability insurance coverage in the amount of \$1,000,000 in order to protect unit members from personal loss arising from any civil suits brought against them in connection with their employment.
3. Unit members will be legally protected and held harmless from all liability when conducting an approved field trip when held in accordance with the provisions of applicable codes, Board policies and administrative regulations.

### D. Assault, Insult, Abuse

1. Unit members 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.
2. The unit member and his/her supervisor shall report promptly to the appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, threatened, or menaced by any pupil and/or parent.
  - a. Failure to make such a report involving an attack, assault, or physical threat by a pupil is a misdemeanor.
  - b. Following the above action, the "Report of Assault" form must be completed and forwarded to the Director of Student Services.
3. If criminal or civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, such unit member 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 unit member prevails in the proceedings, then the Board shall reimburse the unit member for counsel fees incurred in his/her own defense and shall reimburse the unit member for any loss in salary providing that:
  - a. The assault was not malicious.
  - b. The action was not a proceeding between the District and the unit member.
4. When a unit member is injured as a result of an assault, (s)he shall immediately submit to his/her supervisor a workers' compensation injury

## ARTICLE 9 EMPLOYEE SAFETY

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claim form. Medical expenses will be covered under the workers' compensation provision of the law. Unit members will be reimbursed for personal articles damaged during an assault under the provisions of this article, section F.

5. Annually, the District will provide unit members with a written summary of their legal protections, including, but not limited to, assaults, subpoenas, court appearances representing the district.
6. The District shall provide a one day in-service training to unit members on assault intervention skills. This in-service training shall be voluntary and provided on a yearly basis.
7. After the unit member has been involved in a violent or traumatic incident at the site, the unit member will be provided release time as mutually agreed upon by the unit member and the site administrator.

### E. Suspension of Pupils

Consistent with the pupil's due process rights, a teacher may suspend for any of the acts enumerated in Education Code section 48900, 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 counselor or a school psychologist may agree to attend the conference. 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. A student suspended from a class shall not be placed with any other teacher during the duration of the suspension. Any student placed on an in-house suspension may be placed in a site designated detention room led by the Detention Room Assistant based on availability. At the secondary level, 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.

### F. Personal Property Loss

1. The District shall reimburse unit members for the repair or replacement of personal property of the unit member lost, stolen, soiled, damaged or destroyed while the unit member was on duty in the school, on the school premises or at a school-sponsored activity, including but not limited to home visits, unless such damage or loss is due to negligence by the unit member.
2. In the event a payment is made under this agreement, the District will, to the extent of such payment, be subrogated to any right of the unit member

## ARTICLE 9 EMPLOYEE SAFETY

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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 \$600.00 or less than \$30.00 per incident. Exception: Replacement of dentures shall not be subject to the \$600.00 limitation.
4. The District shall create a separate fund in the amount of \$10,000 per year for the purpose of reimbursing unit members for damage to personal transportation.
  - a. HEA and HUSD agree to the following procedures for implementing the personal automobile damage fund. This provision is not intended to cover personal property of the unit member, borrowed vehicles belonging to others that are not insured for damage or collision as required by state law, collision damage to other vehicles, personal injury, or time away from work as a result of the incident.
  - b. If a unit member's personal transportation is damaged while on school business, excluding to and from work, the unit member will submit a claim to HUSD Risk Management/Workers Compensation department. The District will reimburse the cost of a unit member's automobile deductible and any other unreimbursed expenses such as towing or car rental not covered by his/her insurance.
  - c. In the event a claimant does not have comprehensive insurance coverage to cover the loss, the fund shall pay up to \$1,000. If, on the last day of school, money remains in the fund, then representatives of HEA and the District shall meet to determine the portion of the fund to be distributed to claimants whose cost exceeded \$1,000.
  - d. The District may recover from the party deemed responsible for causing the loss, the amount of money that has been paid to the claimant herein, should other assets or insurance coverage be presented in the future.
  - e. Risk Management will use the fund to cover claims as they occur during the year. The District and the Association will meet if there is an issue regarding a claim or number of claims a unit member or unit members are making. The parties shall also meet if the fund falls below \$500. The District and the Association will mutually agree upon any remedies or actions taken at these meetings.

### G. Equipment Loss

1. The District shall reimburse unit members for the loss, destruction or damage by arson, burglary, or vandalism of property used for school instructional

## ARTICLE 9 EMPLOYEE SAFETY

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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. Approval for the use of property shall not be unreasonably withheld and shall be consistent with Article 25 (Academic Freedom).

2. The maximum amount of the District's reimbursement shall be no more than \$600.00 or less than \$30.00 per incident.

### H. Opening and Closing of Building

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

### I. Student Attendance and Discipline

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 eight (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.

### J. Quarterly Reports

The District shall provide HEA with copies of reports of the California Safe Schools Assessment - School Crime Reporting Form as submitted by the District. The District shall also provide HEA with the summary report and the composite report from the state.

### K. Specialized Health Care Procedures

1. Unit members, with the exception of nurses, shall not be required to provide and conduct necessary specialized health care procedures including, but not limited to, dispensing medication, catheterizations, crede', diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, and draining with the exception of emergencies and field trips and only if they have received appropriate training.
2. Unit members may choose to voluntarily accept professional training in the handling of any specialized health care services in K.1.

## ARTICLE 9 EMPLOYEE SAFETY

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3. The District shall provide to unit members training in the handling of blood and bodily fluids and shall provide equipment including, but not limited to, latex gloves, disposable mouth to mouth breathers, and facilities to wash with anti-bacterial soap and hot water at every site.
4. Any training in specialized health care procedures will apply for the school year in which it was given. Training shall be provided prior to the placement of the student in the classroom. Follow-up training in subsequent years will be provided when requested by the unit member.

### L. Communications

- Each unit member shall have access to a district issued walkie-talkie, cell phone, or comparable equipment for the purposes of communicating with the site office, other appropriate personnel or emergency services via a walkie-talkie, cell phone or comparable equipment. The district issued walkie-talkie, cell phone, or comparable equipment shall be available whenever the teacher is supervising or instructing students outside of a classroom, including, but not limited to, field trips, yard duty and PE. The unit member and site administrator shall meet to reach consensus on the mode of communication that best serves the safety needs of our students and staff. If consensus is not reached, HEA and HR will meet with the administrator and unit member to reach consensus.
2. All rooms will have a working phone for purposes of communicating with the site office, other appropriate site personnel and access to outside lines including 911.

### M. Shelter in Place

1. Drills will be coordinated and scheduled on a rotating basis by the site safety committee in collaboration with SBDM. Any more than two preps and/or collaborations times lost, due to drills, will be compensated at the hourly rate of pay.

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**ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS**

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A. Hours

1. Workday

a. 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), including Continuation High Schools, and Day Adult - 7 1/4 hours
- (3) Counselors - 8 hours
- (4) Children's Center - 7 1/2 hours
- (5) School Psychologist - 8 hours
- (6) Speech & Language Pathologist - 7 hours

b. Beginning the 2020-2021 school year, teachers' instructional day, including preparation periods in grades K to 12 shall be no more than:

260 minutes in kindergarten

330 minutes in grades 1-3

330 minutes in grades 4-6

397 minutes in grades 7-12

(For grades 9-12 the minutes include nutrition, 7-10-minute passing periods, and advisory/announcements).

- (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 section A. 1. a. Teachers may volunteer to teach a zero or seventh period. A teacher may request to have their workday hours changed from the normal teaching day to leave earlier if teaching a zero period or arrive later if teaching a seventh period. The teachers' workday schedule shall be contingent upon the overall impact on the master schedule and the number of sections needed in a given subject area.
- (2) In any event that a bargaining unit member is required to remain on campus because the unit member's assignment results in the unit member working beyond the contractual workday, the bargaining unit member will receive his/her per diem hourly rate of pay per the number of hours extended outside of their workday.
- (3) No full-time unit member shall be required to teach more than

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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three (3) different classes per term (e.g. Geometry, Pre-Calculus, Math A). Teachers with less than four (4) years of teaching experience shall not be required to teach more than two (2) different classes per term. Exceptions to either case above, may be made with the consent of the teacher. If two classes are the same with the exception of their sheltered designation, they will be considered the same class. This article shall not apply to teachers who are teaching within the special education or music programs.

- (4) 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.

- c. 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 4-8  
64,800 annual minutes in grades 9-12

- (1) 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.
- (2) No later than the third week of the first trimester of the school year, if one or more teachers within a grade level desire to unstage, they shall consult with all teachers within the grade level. Thereafter, the teacher(s) desiring to unstage shall submit a written proposal to SBDM, which shall state the reasons for the request and whether the other teachers within the grade level support the request.

SBDM will review the proposal and make adjustments to the day to day operations impacted by the proposal including scheduling and any waivers that need to be submitted.

- (3) Unit members staggering shall inform the District and HEA.
- (4) Each site decision is unique and shall not be deemed precedential in respect to any other site.

- d. Minimum days shall be established by the District on an as-needed basis. The District shall attempt to schedule district-wide in-services and district-wide meetings affecting the elementary level at times

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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when all year round schools are in session.

- e. Shortened Wednesdays at the Elementary Schools will be allocated to collaboration time and 50 minutes of preparation after the instructional day.
- f. Kindergarten teachers may request to have a split/staggered schedule for their class as long as all students receive the 36,000 annual minutes required for kindergarten.
- g. Unit members will make every reasonable attempt to hold a face-to-face conference with each student's parent/s, guardian or designated person with educational rights during elementary conference days. If a teacher's attempts to schedule such a conference fail, the teacher will make a reasonable effort to hold a telephone conference instead, and will note the telephone conference date or the attempts on the conference schedule.
- h. Unit members are entitled to a daily thirty (30) minute duty-free lunch period. In addition, Children's Center unit members are entitled to a daily 40-minute preparation period and a daily duty free 15-minute break.
- i. Adult Education
  - (1) For Adult Education, the unit member's schedule shall adhere to the following guidelines: a five (5) minute passing time between each class period, a fifteen (15) minute break between second (2nd) and third (3rd) period, between the end of the third (3rd) period and before the beginning of the fifth (5th) period.
  - (2) An early or late lunch will occur. Unit members shall have final decision of whether to take early or late lunch. Lunch schedules shall be determined prior to the printing of the adult school quarterly schedule.
  - (3) The on-site duty time for full-time unit members shall be seven and a quarter (7¼) hours per day. This time includes all instructional time, a forty-five (45) minute duty free lunch time, office hours and passing time and duty free break time.
  - (4) Office hours (a) each teacher will schedule on-campus office hours commensurate with his/her work day. (b) Office hours are by definition, a combination of preparation time, conference time, collaboration time, and a program development time, as determined by the unit member.

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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- (5) Adult Ed hourly unit members who must submit weekly attendance forms shall have mailing envelopes with postage provided to them or, if they must personally deliver the forms, shall receive mileage at the IRS rate.
  - j. The District will annually review the schedules of teachers who are assigned to two or more schools in the same day. The District shall make adjustments in these schedules to provide reasonable travel time for these teachers. HEA and the district will reach consensus on the time matrix which will be included in the appendices herein.
- 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), Back-to-School Night and Open House, before - and after - school bus duty and/or yard duty, and the supervision of students at extra or co-curricular activities.

School psychologists, speech therapists/pathologists and Special Education resource specialists shall be exempt from yard duty.
  - b. Special day class teachers are responsible for students being met at the bus at the beginning of the students' school day and for students being escorted to the bus at the end of the students' school day. However, the teacher may instruct his/her Paraprofessional to perform the actual service.
  - c. Once a bargaining unit member has reached 40 hours, then any meeting scheduled outside of the workday will be optional and if attended will be compensated at the hourly rate.
- 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 non-work day, 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 non-work day supervision will be paid at the hourly rate for hours

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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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.
- c. Each site will have a written plan to cover teaching assignments when a substitute is not available. The plan shall outline the options for supervision of uncovered classes at the site. The written plan may include administration as the first option. The plan may also include teachers who volunteer to use their prep time. Teachers who volunteer to use their prep time can decline at any time. Development of the list of options shall be the responsibility of the site administrator working with the site-based decision making team or using a process agreeable to the site administrator and staff. If options developed include teacher supervision of additional students in a teacher's classroom, at the elementary grade levels, students must be placed in classrooms within two grade level spans and shall not exceed five (5) students per teacher. As part of the site plan SBDM will also consider placing the additional students within the student's instructional program including but not limited to DLI, Bilingual, Special Education, etc. Unit members shall not be assigned a classroom, all day, to cover for the absence of a substitute. At the secondary level, PE teachers shall have the option of accepting students from another PE class. Teachers shall have the right to decline at any time.
- d. Teachers will be paid for an additional hour at the hourly rate when voluntarily using their prep time for subbing. Unit members who voluntarily accept up to the additional five (5) students in the absence of a substitute referred to A.3.c. herein, will be paid a stipend of \$60..
- e. School Psychologists, Speech Therapists and Special Education Resource Specialists shall be exempt from yard duty assignments.
- f. When a unit member is assigned to more than one site, extra duty assignments shall be at his/her school only.
  - (1) Home school shall be defined as the site at which the unit member spends a majority of his/her assignment.
  - (2) If the unit member's assignment is split equally among the sites, the home school shall be determined by mutual agreement among the unit member and the site administrators involved.

### 4. Work Year & Workdays

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**ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS**

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1. The work year for unit members on the teachers' salary schedule shall be 183 days during the life of the contract. The number of work days during the length of the contract shall be the number of days as per paragraph b. below.

b. The number of work days in the school year 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/Speech Therapists	188 days
Program Resource Teachers	188 days
Teacher Trainers	188 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.

School Psychologist 192 days

c. All unit members 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 members at each center.

d. A calendar will be established prior to the end of the preceding school year. The District and HEA will work toward a multi-year calendar. The District and HEA will begin calendar negotiations by February 1<sup>st</sup> of each school year. Every effort will be made to create a two-year calendar.

e. Teacher Workdays

Elementary (K-6)

Work days will be placed on the first day of the work year, the last day of the work year and one additional day to be used for a parent conferencing day to be determined when the calendar is being negotiated. It is understood that two days prior to the parent conference days will be shortened or minimum days and teachers will be required to work twenty-one (21) hours during those three days.

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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### Secondary (7-12)

Workdays will be placed on the first day of the work year, the last day of the work year and one additional day for secondary schools between the 1<sup>st</sup> and 2<sup>nd</sup> semester (mid-year) and for Restructured High Schools between the second and third term (mid-year). Advanced Placement (AP) teachers will be given two (2) release days per semester to be used to support their AP class assignment. The scheduling of the days will be determined by the teacher with the consensus of the site administrator.

5. Children's Center days of non-responsibility shall be established by mutual agreement between unit members 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 members frequent. Such schedules shall be updated, as necessary, to reflect any changes.
6. Year-round school unit members 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 members shall be afforded opportunities to volunteer to participate in District-approved committees, off-site conferences and workshops.

### B. Staff Development Days

1. The District will provide bargaining unit members with three mandatory days of professional development programs which are structured to support standards based instructional programs, District goals and objectives, federal and state mandates, and site plans. In order to receive any compensation for attending a staff development program, attendance during the entire program is required. Individual sites shall select programs from a menu of programs as identified by the District and HEA through mutual agreement. The dates of staff development days shall be uniform and set on the approved calendar. The content of staff development days shall be determined by site-based decision making or its equivalent. The District shall provide relevant professional development to all bargaining unit members. All sites must submit their program selections and planned program dates to the Associate Superintendent of Educational Services no later than thirty (30) days before the intended professional development. Sites may choose to participate in those opportunities which best meet the

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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academic needs of students based upon review and analysis of multiple forms of student data, including results from local, state, and national assessments.

During the term of this agreement, the District has the discretion to provide up to two (2) additional days of professional development programming. Attendance at these additional days is voluntary and shall be compensated at the unit member's per diem rate.

If the State provides funding for such staff development days in succeeding years of this Agreement at the same or a higher rate of reimbursement, such staff development days shall be offered in accordance with the terms of this section. If funding is not continued, this provision shall be inapplicable. If a lower level of funding is conferred, the parties shall reopen this section of this Agreement.

There will be an annual review of this section of the Agreement by HEA and the District. Any modifications to this section of the Agreement will be as mutually agreed by the parties.

Unit members paid on the 186 day salary schedule shall have 180 student instructional days, 3 teacher work days, and 3 staff development days. For each year of the agreement, the District may offer up to 2 additional voluntary staff development days to be paid at each unit member's per diem rate.

2. Summer staff development shall be voluntary and may be offered during both the year-round and traditional school's shared weeks of summer break. Training may be offered during the school year when both year-round and traditional year schools are in session.

### C. Preparation Period

#### 1. Elementary Preparation Period

Each elementary general and special day class teacher will be provided with 150 minutes a week of preparation time within the instructional day. A preparation period will be no less than 30 consecutive minutes.

- 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, 150 minutes within the instructional day 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

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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day of the school year (shortened Wednesdays are not considered minimum days). Unit members shall have two (2) preparation periods scheduled in one day once during a two (2) year period unless (s)he volunteers to do so. Before it becomes necessary for a unit member to have two (2) preparation periods scheduled more frequently, the parties agree to meet to determine if there is an alternative.

- (2) Each half-time elementary teacher, including the preparation period teacher assigned in Grades 1-6, with one-half of the total time of prep periods provided full-time elementary teachers.
- (3) All other part-time teachers 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 matter that will provide distribution of each teacher's preparation periods throughout the year. The schedule shall be made available to the teachers no later than the end of the third student day of the school year. Upon distribution of the prep 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 no less than 30 minutes during the instructional day.
- (2) The only exceptions to C.1.b.(1) above shall be:  
At sites that offer the Kodaly music program, primary teachers shall receive one (1) period of Kodaly music.

All preparation teachers shall receive at least 150 minutes per full week of preparation time during the instructional day. Prep periods shall not be less than 30 minutes each. If schedules cannot provide the 150 minute total or a minimum of 30

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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minutes of prep, 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 five 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) 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.
- Schedule to make up a prep period.

- (2) In implementing c.1 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.2.(a) above will be provided within twenty (20) days or the end of the school year, whichever comes first.

- (c) If the prep period provided in c.2(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.

- (3) 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) weeks' 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.

## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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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 150 minutes during the instructional day per week for non-release prep.
- (3) Elementary SDC teachers will receive an additional fifty (50) minute prep for case management purposes twice a month beginning the 2020-2021 school year.
- (4) Every elementary school will have music preps (grades 1 - 4) and PE (grades 1-6). 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, computers or reading, where that is appropriate. The staff's choices will be honored to the extent that they are consistent with district educational objectives and available teaching resources.
- (5) Primary and intermediate teachers shall be able to request the times for their prep periods.
- (6) Intermediate teachers shall be scheduled for 150 minutes of prep within the instructional day per five (5) day week. Preps shall not be less than 30 minutes.
- (7) Teachers shall not have more than one prep a day except for shortened Wednesday and make-up preps. The Assistant Superintendent, Human Resources, 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 rotate Wednesday preps from one year to the next.
- (8) 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.
- (9) A prep subject shall only be eliminated at a site, through natural attrition. Natural attrition is defined as a prep teacher who voluntarily leaves their assignment. When such a

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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vacancy occurs, unit members at the site will be surveyed regarding preference for the prep subject. The survey results shall be used when filling the vacancy. If two or more unit members teach the same prep, and one teacher leaves, only that percentage of the prep lost may be changed.

### 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. The amount of preparation time provided in a traditional week schedule (all classes five days per week) may be redistributed within the week to allow for alternative bell schedules. This redistribution shall not result in a reduction in the total weekly minutes for preparation time and shall be approved by the staff with a two-thirds vote. The preparation time shall be free of classroom instruction or other assigned duties.

### 3. Children's Center Preparation Period

Full-time Children's Center unit members shall be entitled to 200 minutes weekly for preparation, conferences, and staff development.

### 4. Teachers shall have access to their rooms during their preparation periods.

## D. 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 members. 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 members shall not be required to attend meetings, which are during their days of non-responsibility. If the supervisor requests and the year round unit member chooses to attend during a day of non-responsibility, (s)he shall be paid at the hourly rate.

### 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.

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## ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS

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- 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. School Psychologist and speech language pathologist staff meetings shall be held during the workday.

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.

School Psychologist staff meetings shall be held during the workday. School Psychologist shall not be required to attend School Faculty Meetings.

- 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 members 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.

### 4. Collaboration Time

Collaboration time shall be teacher directed and focused on standards based instruction, and/or school goals, and/or district goals. Administration may suggest the activities that occur during collaboration time. Teachers shall share decisions related to school and district goals from collaboration

## **ARTICLE 10 HOURS, PREPARATION PERIOD, STAFF MEETINGS**

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time with administration. The form and process for sharing the decisions shall be mutually developed and agreed to by HEA and HUSD. No aspects of collaboration will be used in evaluation.

## ARTICLE 11 LEAVES OF ABSENCE

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- A. Health and Disability (Injury, Illness, Accident, Quarantine or Pregnancy Leave)
1. All unit members 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 unit members (more than 200 days) have eleven days of sick leave with full pay for a school year of service.
    - b. Twelve-month unit members (more than 220 days) shall have twelve days of sick leave with full pay for a school year of service.
    - c. Hourly adult school unit members, 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 unit members, 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. Unit members may accumulate unused sick leave without limitation.
  3. Unit members 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. Unit members must input all absences through the substitute management system (including when no substitute is required), by using phone or internet. The District will provide written protocols regarding the use of AESOP, including password and user name. The information will be distributed at the first staff meeting of the school year.
  4. Any unit members 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, Human Resources, or district office administrator designee, 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.
  6. Unit members 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.

## ARTICLE 11 LEAVES OF ABSENCE

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7. If a unit member 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 a unit member 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 a unit member 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 unit member shall be eligible for up to eighteen (18) months extended health and/or disability leave without pay.
2. A unit member qualifying for a 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.

### C. Personal Necessity Leave

1. Any days of leave of absence allowed for sick leave may be used by the unit member, at their discretion, to address matters of "personal necessity." Personal Necessity Leave shall be limited to circumstances that
  - are serious in nature,
  - the unit member cannot reasonably be expected to disregard,
  - necessitate immediate attention, and
  - cannot be taken care of after work hours or on weekends.

A unit member shall notify the district if the Personal Necessity Leave will exceed ten (10) days.

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## ARTICLE 11 LEAVES OF ABSENCE

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2. No reason need be given for Personal Necessity Leave within the first ten (10) days; however, the purpose of the leave must be consistent with the limitations specified in Section C.1. Any leave taken in excess of ten (10) days will require written notification, including the applicable reason for the leave, to the site administrator for substitute staffing support.
3. Unit members shall give three working days' notice before taking Personal Necessity Leave, excepting (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 unit member from giving three (3) working days' notice.

### D. Leave for Serious Illness or Injury in the Family

1. A unit member 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.
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 member's presence. This statement must be submitted upon the unit member's return to duty.
3. Additional accommodations may be made at the discretion of the Superintendent or designee.

### E. Bereavement Leave

A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of his/her immediate family.

A unit member shall be entitled to a maximum of three (3) 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. A unit member 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 unit member.
2. A unit member may be granted a leave to appear or be on call for jury duty in the manner provided by law.

## ARTICLE 11 LEAVES OF ABSENCE

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3. A unit member shall receive his/her regular pay less any amount received for jury or witness fees, exclusive of allowed travel expense.
4. Unit members 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 unit members who are required to absent themselves for the purpose of observation of religious holidays.

### H. Industrial Accident Leave

1. All unit members 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 members, 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 unit member 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 unit member 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 unit member, while absent from duty with the District, shall remain within the State of California unless prior approval is granted by the Board for travel

## ARTICLE 11 LEAVES OF ABSENCE

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outside the state.

- e. A unit member 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 unit member is not medically able to assume the duties of his/her position, he/she may be terminated. The unit member 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 unit member 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 Board.
- 2. During the term of such leave of absence, the unit member 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 unit member.
- 4. Within six (6) months after the term of office of such unit member 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 unit member shall not have any right to such position following return of such unit member to the position.

### J. Military Service Leave

- 1. Military service leave shall be granted to every unit member 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.

## ARTICLE 11 LEAVES OF ABSENCE

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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 unit member.
4. Within six months after such unit member 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 unit member shall be entitled to receive his or her salary or compensation for the first 30 calendar days of any such absence, if the unit member is currently in full paid status to the District and has been for one year prior to the leave. The unit member 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:
  - a. A pregnant unit member 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 unit member 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 unit member is in good health and that in the physician or medical advisor's judgment the unit member 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 unit member must have been actually rendering paid service to the District immediately prior to the disability.
2. A pregnant unit member, who wishes to take a personal leave to prepare for childbirth and is physically able to render service to the District, may

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## ARTICLE 11 LEAVES OF ABSENCE

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request such a leave, without pay, for a time mutually agreeable to the unit member and the District.

### L. Child Care Leave

1. Child care leave without pay shall be granted any unit member upon request for a period of up to one school year.
2. Unit members may use their accumulated sick leave for the purpose of child care leave.
3. A unit member 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 unit member shall be returned to the same position.
4. This leave provision may be utilized for paternity and/or adoptions.

### 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 unit member 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 unit members 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 a unit member involved, the Superintendent, or designee, will review the reason for the action taken with the applicant.

## ARTICLE 11 LEAVES OF ABSENCE

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### 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 unit member's immediate supervisor and the Superintendent, or designee. Request for such leave must be in writing on the form provided by the Office of Human Resources.
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 unit member's immediate supervisor and the Superintendent, or designee. Request for such leave must be in writing on the form provided by the Human Resources Office.

### 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, Human Resources, 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 unit member for the time the Administrative Approved Leave is granted shall not exceed the sum of the established daily salary for 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 unit members 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 to grant any Sabbatical Leave whatsoever.
2. It shall be clearly understood that Sabbatical Leave is a privilege granted by

## ARTICLE 11 LEAVES OF ABSENCE

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the Board and is not an earned right. Such leave, if granted, shall be subject to the following conditions:

- 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 unit member in this District. Up to one percent (1%) of the certificated non-management personnel may be granted Sabbatical Leave 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 Office of Human Resources 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.
    - (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, the unit member shall submit to the Superintendent for presentation to the Board a detailed written report verifying the accomplishment of the goals set forth in the application.
3. The application for Sabbatical Leave by unit members shall be screened by a committee of three (3) unit members and three (3) Management employees. Unit members shall be appointed by the Association. The District shall appoint the Management employees. The Assistant Superintendent, Human Resources, or designee, shall act as an ex-officio nonvoting member.
    - 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.

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## ARTICLE 11 LEAVES OF ABSENCE

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- 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 a unit member 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 unit members 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. Unit members requesting Sabbatical Leave shall state on the application 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.
  - c. Compensation while on Sabbatical Leave shall be in keeping with the Education Code.
    - (1) Compensation granted by the Board to the unit member on leave may be paid in two (2) equal annual installments during the first two years of service rendered in the employ of the Board following the return of the unit member from the leave of absence, or,

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## ARTICLE 11 LEAVES OF ABSENCE

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- (2) The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District, upon the furnishing by the unit member of a suitable bond indemnifying the Board against loss in the event that the unit member fails to render at least two years' service in the employ of the Board following the return of the unit member from the leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render two years service is caused by the death or physical or mental disability of the unit member, or,
- (3) If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render at least two years service therein following his/her return from the leave, the Board in its discretion may waive the furnishing of a bond and pay the unit member 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 unit member 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 unit member 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 unit member will be reassigned as if the Sabbatical Leave had been completed.
- b. Both the Board 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 unit member of the district employed in a position requiring certification qualifications when death or injury occurs while the unit member is on any leave of absence granted under the provisions of the Education Code.

### 6. Continuity of Service

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

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## ARTICLE 11 LEAVES OF ABSENCE

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### 7. Additional Employment and Compensation

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 unit member. Should the amount of the other remuneration, grant or stipend be sufficient to cause the unit member's regular salary to be exceeded, the Sabbatical Leave pay will be reduced by an amount the unit member would have received had (s)he 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) when the unit member's sick leave is exhausted.
2. A three (3) 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 Certificated 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.
  - a. The Director of Certificated 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 Certificated Personnel shall not be subject to the grievance procedure.
3. All unit members may contribute sick leave to the Catastrophic Leave Bank during the Health and Welfare benefit "open enrollment" period. At any time during the school year a unit member may designate the recipient of his/her already donated days and/or additional donated days, if any. 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. Only earned or annual

## ARTICLE 11 LEAVES OF ABSENCE

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illness/injury leave may be contributed to the Bank.

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. Unit members 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 Catastrophic Leave Bank is unlawful or that their contribution to the Bank was unlawful and should be returned.
6. Unit members 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 a unit member'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 unit member shall be construed as a break in the continuity of service required for the classification of the unit member as permanent.
2. A unit member 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 unit member's recorded certification or credential.
3. Both the Board 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 unit member is on any leave of absence granted under the provisions specified in the Education Code.
4. Whenever a unit member is on leave, for illness or otherwise, the unit member shall notify the District office or the unit member's principal by the end of the school day of the unit member's intention to return to duty the

## ARTICLE 11 LEAVES OF ABSENCE

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following day. Failure to notify the District may result in the amount of the substitute's salary being deducted from his/her pay. A unit member may request a particular person be considered as a substitute during his/her leave of absence.

5. Unit members on unpaid leave of absence may arrange with the Human Resource Office to continue their health and welfare benefits provided it is acceptable to the insurance company(ies).
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, spouse, child, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any person living in the immediate household of the unit member with whom the unit member has a relationship similar to that which exists within a family, including domestic partner, who have resided in the unit members household for at least one (1) year. The definition of "immediate family" includes "step" family members bearing the same relationship as family members defined above.
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 a unit member administratively appeals a denial of accommodation under ADA or leave under FLA, a copy of the appeal will be issued to HEA unless the unit member objects.
11. Whenever a unit member requests a non-paid leave of absence to reduce the unit member's 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 11 LEAVES OF ABSENCE

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12. Sick leave may be applied concurrently with the Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA).

T. Administrative Leave

Administrative Leave, with the exception of mandatory unpaid leave as defined by the Education Code, is defined as a paid leave of absence. Such leave must be for just cause and with due process. Unit members may only be placed on Administrative Leave by the Superintendent or Assistant Superintendent, Human Resources. HEA shall be notified immediately when a unit member is placed on Administrative Leave. Unit members on Administrative Leave will not be required to stay at their regular worksite. The Assistant Superintendent, Human Resources will supply a written report within five days of the incident to HEA and the unit member and continue to supply an updated progress report every five work days until resolution.

**ARTICLE 12 CLASS SIZE**

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**A. Elementary Class Size**

1. At the elementary level, the maximum class size for grades 4, 5, and 6 shall be 31. When the principal determines that the 31 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).

In Grade Span Adjustment (GSA) classes the maximum class size shall be consistent with state guidelines and dependent on state funding.

2. The GSA state guidelines note that as a condition of receiving the K–3 Grade Span Adjustment (GSA) under the Local Control Funding Formula (LCFF), which is equal to 10.4% of the K–3 base grant (and impacts the supplemental and concentration grant amounts), school districts must meet one of the following conditions:

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

If a school site’s average K–3 class enrollment was 24 students or less in the 2012-13 fiscal year, maintain, at that school site, an average K–3 class enrollment of not more than 24 students.

Agree to a collectively bargained alternative to the statutory K–3 GSA.

- a. HUSD and HEA agree to a collectively bargained alternative annual average class enrollment for each school site in grades TK-3. (3/4 Combination classes will follow the GSA statute). The alternative average class size for K-3 for each school site is outlined below (see section A.2.b for TK class size maximum):

School Year	School Site Maximum Average Class Size
2014-15	30:1 – No class size larger than 32
2015-16	28:1 – No class size larger than 29
2016-17	27:1 – No class size larger than 28
2017-18	26:1 – No class size larger than 27
2018-19	26:1 – No class size larger than 27
2019-20	25:1 – No class size larger than 26
2020-21	24:1 – No class size larger than 25

## ARTICLE 12 CLASS SIZE

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- b. Transitional Kindergarten (TK)
  - (1) Transitional Kindergarten class size ratio shall be 25:1.
  - (2) Transitional Kindergarten classes shall not include combination classes.
- 3. Exceeding Maximum Class Size Limits
  - a. For GSA, school site K-3 class size averages may be exceeded within the first fifteen (15) days of the school year as described in Article 12, A.4 below.
  - b. For GSA classes at 25, the affected teacher will receive \$100 for the 25<sup>th</sup> student during each attendance month that the student is on the teacher's class roster. This provision will not affect Transitional Kindergarten.
  - c. Classes that are not affected by GSA may exceed the maximum in A.1. above. Classes may exceed this maximum by two (2) 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. This provision will not affect Transitional Kindergarten.
  - d. For classes which exceed 31 students, in grades 4, 5, 6, teachers will be eligible for a bonus. For each student over 31 in the class, the affected teachers will receive \$100 during each attendance month that the class size exceeds 31. In order to be eligible for the bonus, the student(s) must be enrolled in the class on the official attendance count day. Payment of the bonus will be made following the end of each semester. Nothing in this paragraph is deemed to allow the District to exceed the class size maximum as described in paragraph a. above.
  - e. Class sizes for probationary and temporary teachers with less than four (4) years of experience will be kept at or below 31, unless there is no alternative placement available.
- 4. Class adjustments and transfers shall be completed within the maximum during the first fifteen (15) days of the school year.
- 5. Beginning 2020-2021 school year, elementary school sites with SDC Mild/Moderate programs in grades 4, 5, and 6, will have a General Education classroom enrollment maximum class size of 30 students in grades 4, 5, and 6 to allow for flexibility to mainstream SDC Mild/Moderate

## ARTICLE 12 CLASS SIZE

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Special Education Students. No more than three (3) SDC students shall be placed in the General Education classroom at any one time unless there is teacher consent. Every effort will be made to equitably place SDC students within grade levels.

- a. General Education teachers that have mainstreamed students shall receive a \$100 bonus each month. In order to be eligible for the bonus, the student(s) must be enrolled in an SDC class and mainstreamed. Payment of the bonus will be made at following the end of each month.
6. General Education teachers may meet up to three (3) hours per year to consult with Special Education teachers at the teachers' discretion. Teachers will be paid at the hourly rate. Special Education teachers may meet up to nine (9) hours per year to consult with the General Education teachers at the teachers' discretion. Special Education teachers will be paid at the hourly rate.
7. RSP students will be placed based on consensus between the RSP teacher and General Education teacher(s). If consensus is not reached, the matter will be referred to the site administration and a HEA representative to reach consensus.

### B. Secondary Class Size

1. At the secondary level, the maximum class size shall be 33 in all classes with exceptions permitted as follows:

Keyboarding 36, Physical Education 47, and Band and Chorus class size will be determined, through the consensus reached between principal and instructor.

At the comprehensive high schools 15 additional sections shall be allocated above regular staffing to each site to support an optional zero or seventh period based on student requests for electives and will continue until the Board no longer authorizes programs beyond the instructional day.

2. Classes designated by the District and specifically designed for students needing "intensive intervention" in English and Math shall have a maximum class size of 25. Classes specifically paired with intensive intervention classes shall have a maximum class size of 25. (example: 9<sup>th</sup> grade students in a 9<sup>th</sup> grade intensive intervention in mathematics and its paired algebra class.)
3. Continuation high school classes shall not exceed 25 students.
4. 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:

## ARTICLE 12 CLASS SIZE

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Science, Industrial Technology, Vocational Arts, Homemaking, Computer Labs and Art.

The maximum number of students at a work station shall be determined by HEA and Site Administration through consensus.

5. 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.
6. The local 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 local curriculum council and local Association representative may recommend alternative placement for each additional student.
7. The maximum stated in section B.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 may not be assigned more than 235 students or student hours daily. All other teachers may not be assigned more than 165 students or student hours daily.

Teachers teaching in “intensive intervention” classes with a class size of 25, shall have their student contacts reduced by seven (7). For example, one intensive intervention class = 163 students, two intensive intervention classes = 156 students.

8. Except for the fifteen (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 section B.1.
9. RSP students will be placed based in consensus between the RSP teacher and General Education Teacher(s). If consensus is not reached, the matter will be referred to the site administration and a HEA representative to reach consensus.

### C. Counselor Staffing Allocations

**ARTICLE 12 CLASS SIZE**

All comprehensive high schools shall have at least 3.5 counselors each. Middle schools and the continuation high school shall have a 1.0 full-time counselor each. In all cases the counselor allocation shall be exclusive of special programs.

**D. Special Education**

The following class size maximums shall apply in the following special education classes:

<b>Type of Class</b>	<b>Grade Level</b>	<b>Maximum</b>
Special Day Class - Mild Moderate	Preschool	10 per grouping W/ at least 1 Para educator per grouping
Special Day Class - Mild Moderate	Elementary	15 W/ at least 1 Para educator
	Middle School	15 W/ at least 1 Para educator
	High School and Adult Education	20 W/ at least 1 Para educator

Special Day Class - Moderate Severe	Preschool	9 per grouping
	Elementary School	12
	Middle School	15
	High School	15
Special Day Class - Hearing Impaired	Preschool	9 per grouping / max of 4 groupings
	Elementary School	12
	Middle School	15
	High School	15
Special Day Class - Autism	Preschool	8
	Elementary School	9
	Middle School	12
	High School	12
Special Day Class - Counseling Enriched (CE)	Elementary School	8 with 1 paraprofessional 13 with 2 paraprofessionals (depending upon contracting agency)
	Secondary	8 with 1 paraprofessional 13 with 2 paraprofessionals

**ARTICLE 12 CLASS SIZE**

		(depending upon contracting agency)
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The following caseload maximums shall apply in the following special education programs:

Speech & Language Pathologist	Preschool	40
Speech & Language Pathologist	Non-Preschool	55
Adaptive PE		45
RSP		28

Psychologist		1:1300 ratio
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E. World House Program

1. The following course for newcomers will be intervention classes with a class size maximum of twenty-five (25).
  - ELD Fundamentals
  - ELD 1-2 for World House
  - Math 1-2 for World House
  - Math 3-4 for World House
  - Algebra Support for World House
2. The intervention courses for World House listed in #1 above will have an initial enrollment of fifteen (15) newcomer students to allow flexibility to assign newcomer students who enroll throughout the semester.
3. Sheltered World House courses for newcomers will have an initial enrollment of twenty (20) to allow flexibility to assign newcomer students who enroll throughout the semester and will have the class size maximums of thirty (30). These courses will include but are not limited to:
  - Sheltered Science for World House
  - Sheltered Social Science for World House
  - Bilingual courses for World House
  - Sheltered Math for World House
  - Sheltered English for World House
4. ELD 3 will have an initial enrollment of twenty (20) students with a class size maximum of twenty-five (25).

## ARTICLE 12 CLASS SIZE

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5. Whenever possible, the two-period newcomer ELD classes will not be scheduled in consecutive periods.
  6. The two sites with World House course offerings and scheduling may make one master schedule change between the sixteenth (16<sup>th</sup>) day of school and the end of the first semester, and the sixth (6<sup>th</sup>) day of the second semester and the end of the second semester.
  7. Newcomer students' schedules may be changed, after initial enrollment, per assessment results.
- F. 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.
- G. Second Language Classes
- Monolingual English-speaking RSP students shall not ordinarily be placed in a bilingual classroom. Such placement would occur only if recommended by an Individual student's IEP team.
- H. Prep Classes
1. Each K-6 prep teacher will be provided with his/her own classroom, office, and/or storage space as deemed appropriate for the subject matter by the SBDM site team. If there is not an SBDM team at the site, the curriculum council will make the determination.
  2. Adaptive PE services will only be delivered to students by Adaptive PE teachers.
- I. Learning Environment
1. All teachers shall be provided with individual locked space for their personal needs.
    - a. All school psychologists and speech and language pathologists shall be provided with confidential quiet workspace appropriate for individual testing and/or small group therapy, including a locked storage for confidential files, test materials and personal needs.
  2. Technology Support
    - a. Every room utilized for instruction shall have a working clock, intercom and a phone with direct access to outside lines.
    - b. In order to accommodate modern technology the District will provide internet access, technology cabling and electrical upgrades for every

## ARTICLE 12 CLASS SIZE

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room utilized for instruction.

- c. The District will provide training on accessing the internet as requested by the unit member.
  - d. Each site will have working copiers.
3. Each elementary and middle school site will have a staff room able to accommodate at least 1/2 of the staff members at any one time. If no room is available on the site to make such accommodations, the District will provide a trailer/portable to meet the needs of the site. High school staff rooms of 1996-97 will be maintained.
4. All classrooms used for instruction will be equipped with a working computer and adequate working technology necessary to perform required job duties.
5. Ongoing professional development and support will be offered to teachers with fully included or mainstreamed students. Support may include a para educator assignment, peer or consultant support, instructional materials or other additional strategies to support the teacher's ability to teach the student and maintain classroom management.

### J. Combination Classes

- 1. There will be no K-1 combination classes. Up to two (2) HEA representatives will be on the district enrollment team.
- 2. The District will make every effort to limit the number of combination classes at elementary sites. If it becomes necessary to create combination classes, the distribution of students, budgetary considerations shall be the responsibility of the site administrator working with the SBDM team or using a process agreeable to the site administrator and the staff.
- 3. 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 rotate combination classes provided that there are qualified candidates at the site. Prior year's combination assignment shall be considered. Teachers may request Bilingual combination classes in writing; otherwise, every effort will be made not to have Bilingual combination classes.

### K. English Language (EL) Specialists

- 1. Elementary EL Specialists

## ARTICLE 12 CLASS SIZE

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- a. Each site receives an English Learner (EL) Specialist allocation based on the number of English Learners (ELs) as identified from previous year's CBEDS count. Schools with 200 and below ELs will receive a 0.5 fte EL Specialist. Schools with more than 200 ELs will receive a 1.0 fte EL Specialist. Schools with more than 400 ELs will receive a 1.5 fte EL Specialist. Sites with fewer than 50 ELs will receive English Learner support provided by the English Language Department. The EL Specialist at the site will use their discretion in the provision of services to EL students and the students identified as Reclassified Fluent English Proficient (RFEP) students who meet the state mandate, four (4) year monitoring criteria, and the newcomer students at their site. English Only (EO) students will not be part of the EL Specialist's responsibilities. Elementary EL Specialists who provide Leveled Literacy Intervention (LLI) should meet with small groups of 3-5 students, a minimum of three days a week for thirty-minutes a day.
2. Secondary EL Specialists
    - a. Each site receives an English Learner (EL) Specialist allocation based on the number of English Learners (ELs) as identified from previous year's CBEDS count. Schools with 200 and below ELs will receive a .5 fte EL Specialist. Schools with more than 200 ELs will receive a 1.0 fte EL Specialist. Schools with more than 400 ELs will receive a 1.5 fte EL Specialist. Sites with fewer than 50 ELs will receive English Learner support provided by the English Language Department. The EL Specialist at the site will use their discretion in the provision of services to EL students and the students identified as Reclassified Fluent English Proficient (RFEP) students who meet the state mandate, four (4) year monitoring criteria at their site. English Only (EO) students will not be part of the EL Specialist's responsibility.
    - b. Each site with the World House Program will receive one (1) additional EL Specialist.
3. The District and HEA will meet by March 1, 2020 to establish a committee to determine the responsibilities of the EL Specialists in the monitoring of the RPEF students.

## ARTICLE 13 EVALUATION

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### A. Objective

1. It is understood and agreed that the intent of evaluating unit members 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 duties.
4. In order for the evaluation process to provide the most meaningful feedback for unit members, three (3) evaluation options have been developed for permanent unit members with satisfactory evaluations. Permanent unit members with satisfactory evaluations may also choose the portfolio or the peer review options in lieu of the traditional evaluation process. Refer to section C.6 for the specific details.

### B. Criteria

Beginning in the 2014-15 school year, unit members, except those listed below, will be evaluated using the most recent edition of the California Standards for the Teaching Profession (CSTP) 2009. Specific criteria is in Appendix C.

By September 15, 2019, HEA and HUSD will form a task force to develop evaluation forms by May 31, 2020, for Counselors, Nurses, Program Resource Teachers (PRT), Psychologists, Speech and Language Pathologists, Special Education Teachers and Teachers on Special Assignment (TOSA). The number of participants will be reached through consensus by HEA and HUSD. Release time will be granted during the teacher work day for committee members.

For the 2019-20 school year or until such time that an evaluation tool is developed, all members in the positions listed above can use the alternative forms of evaluation located in section C.6. herein.

## ARTICLE 13 EVALUATION

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### C. 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 unit member in written form during the first ten (10) days of the instructional year. Prior to evaluation, there shall be a review of the evaluation procedures with appropriate unit members.

Unit members shall not evaluate other unit members.

#### 2. Evaluation Process

a. Prior to the Initial Conference, a unit member will be notified of his/her primary evaluator. A unit member in a split assignment may request additional observations by a secondary evaluator. The primary evaluator may also request that the 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.

b. School Psychologists shall be evaluated by the Director of Special Education or Coordinator of Special Education.

#### c. Initial Conference – Evaluation Criteria

By the 10<sup>th</sup> day of the school year (not including staff development days) in which the evaluation is to take place, the evaluator and the unit member(s) shall meet and discuss the standards and methods (including other agreed upon alternative evaluation methods agreed to by HEA and the District) upon which evaluation is to be based. This meeting may be held in a group setting, and shall take place prior to the individual meetings to agree on the evaluation worksheet.

No earlier than ten (10) instructional days or later than forty (40) instructional days after the beginning of the school year, or when the evaluatee began his or her work year at that site, the evaluatee and the evaluator shall review the Standards for the Teaching Profession, the necessary support requirements, and any related exceptional circumstances and conditions. If the evaluatee and the evaluator agree on the standard(s) to be used in the evaluation, they shall sign the worksheet, or the worksheet as amended, 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

## ARTICLE 13 EVALUATION

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review the worksheet to determine whether to sign the worksheet or declare an impasse.

Any impasse regarding the evaluation worksheet shall be resolved by the HEA President or the HEA designee from the appropriate District Curriculum Council, and the Assistant Superintendent of Human Resources or designee.

d. Review Conference – (Only for Employees Not Meeting Standards)

The primary evaluator shall conduct a conference within the first fifteen (15) instructional days for any unit member who was marked “Partially Meets Standards” or “Does Not Meet Standards” for the previous year or the equivalent language from the prior year.

3. Observations

a. During the evaluation process, one of the classroom observations conducted by the evaluator shall be scheduled in writing two (2) work days in advance of that observation (if members receive notice on a Monday, they cannot be observed before Thursday). This scheduled classroom observation shall be a minimum of thirty (30) minutes in length.

b. Other classroom observations shall be at least twenty (20) minutes in length. Observations of shorter duration may be included on the summary evaluation report.

c. A unit member in a split assignment may request additional observations by a secondary evaluator. The primary evaluator may also request that the 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.

d. Observation Conferences

Whenever the evaluator observes a unit member in the evaluation process, the evaluator and the unit member 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 unit member for signature.

e. Interim Evaluation – For Temporary, Probationary 1 and Unit Members Partially Meeting Standards and Unit Members Who Do Not Meet Standards

## ARTICLE 13 EVALUATION

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An interim evaluation report and conference for Temporary and Probationary I employees and a unit member whose "Composite Evaluation" was "Partially Meets Standards" or "Does Not Meet Standards" for the previous year, or equivalent language from the prior year shall be completed by the end of the 16<sup>th</sup> week of school. The interim evaluation report shall be completed and submitted to the unit member at least one (1) day prior to the conference.

f. Summary Evaluation Conference

- (1) No later than thirty (30) calendar days prior to the last work day on the calendar, the summary evaluation report shall be completed and submitted to the unit member at least one (1) work day in advance of the conference. (If members receive the report on a Monday, they cannot conference before Wednesday). The summary evaluation conference shall take place at this time, or shortly thereafter, but in no event later than ten (10) work days prior to the last work day.
- (2) If the composite evaluation on the summary evaluation report is marked "Partially Meets Standards" or "Does Not Meet Standards" or equivalent language from the prior year the evaluator shall complete the performance evaluation addendum form.

4. Counseling and Assistance

- a. The evaluator shall provide specific counseling and assistance to the evaluatee on any Standard that has been marked "Partially Meets Standards" or marked "Does Not Meet Standards" or equivalent language from the prior year.
- b. The evaluator shall describe in writing the particular problems, the specific assistance to be provided, including, but not limited to, release time, professional development, and/or peer support and the expected results of such assistance.
- c. Counseling and assistance recommendations shall be provided on an ongoing basis during the school year.

5. Frequency of Evaluation

- a. Permanent unit members will be evaluated at least every other year; other unit members will be evaluated annually. The administration may evaluate any unit member annually.
- b. Unit members who are permanent employees will not be evaluated

## ARTICLE 13 EVALUATION

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during the first year of implementation of a new program. A program will be defined as a "new program" by mutual agreement of the Association and the District.

- c. No unit member will be evaluated in any class that exceeds the class size maximums in Article 12.
- d. Evaluation Every Five (5) Years (The 5 year evaluation cycle is defined as the last satisfactory evaluation year plus four years.):

By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply:

- 1. The unit member has achieved permanent status.
  - 2. The unit member has been employed by the District for ten (10) years.
  - 3. The unit member's immediate prior evaluation was deemed satisfactory as defined elsewhere in this Article.
  - 4. The unit member has been determined to be highly qualified as defined in the 20 UCS Section 7801, if required by Federal Law.
  - 5. Mutual agreement may be withdrawn by either the evaluator or the unit member.
6. Alternative Forms of Evaluation

The District and the Association have agreed to 2 (two) alternative processes for evaluation of permanent employees. These options are available to permanent employees with a minimum of 4 (four) years of teaching experience. Employees who want to be considered for an alternative process shall provide the plan in writing to their evaluator within the first thirty (30) days of school. Subsequently the evaluator and the evaluatee shall meet and reach consensus on the plan.

The Portfolio and Partner/Peer Review options are designed to provide a model of deeper formative assessment. The evaluation criteria shall be the same as for the traditional evaluation cycle. The areas of focus are targeted and specific and may include, but not limited to, one or more of the following:

- Specific inquiry/focus into student work, abilities, behaviors
- Instructional Practice/Strategies
- Content focused
- District or site initiatives
- Specific target population

## ARTICLE 13 EVALUATION

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Plans should include the following information:

- Area of focus
- Specific idea you are considering
- How it will benefit your students
- How it will be measured

a. Portfolio

The Portfolio option is an investigative process around a specific inquiry/focus. The evaluatee must complete three written reflections and have at least three artifacts throughout the year in support of his/her area of inquiry/focus. The three written reflections will include progress and next steps toward areas of inquiry/focus with artifacts that support these areas. One of the written reflections is done in collaboration with their administrator. No later than 30 calendar days prior to the end of the school year, the administrator shall complete the final evaluation summary and meet with the evaluatee.

A final summary conference will be held with the evaluatee and administrator for the purpose of reviewing the three reflections and three artifacts for his/her portfolio, reflection on the portfolio process, accomplishments, and final signatures.

Artifacts may include but not limited to samples of student work, assessment data, student surveys, or parent surveys.

b. Partner/Peer Review

The evaluatee and the peer/partner will have no less than 3 reciprocal observation cycles during the school year. The observation cycle shall include a pre-observation conference, a 30-minute observation, and a post observation conference. The administrator shall be informed as to when the observations are scheduled. After each post observation conference, the evaluatee will complete a self-assessment and provide the document to the administrator. No later than 30 calendar days prior to the end of the school year but no earlier than all three observation cycles have been completed, the evaluatee shall complete a Final Evaluation Summary and provide a copy to the administrator. A final summary conference will be held by the evaluatee and administrator for the purpose of reflection on the process, accomplishments, and final signatures.

The district will provide release time of 3 days per pair of teachers involved in reciprocal observations.

7. Records

## ARTICLE 13 EVALUATION

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- a. The unit member 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 Office of Human Resources.
8. 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 C of the Agreement.
  - b. Any change in the format and content of these forms shall be by mutual agreement of the parties.
  - c. Disposition of Forms
    - (1) Evaluation Worksheet
      - (a) Original copy shall remain in evaluator's file to be forwarded to the Office of Human Resources 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 Office of Human Resources.
    - (2) Interim Evaluation Report
      - (a) Original copy shall be forwarded to the Office of Human Resources 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 Office of Human Resources 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 Office of Human Resources.

## ARTICLE 13 EVALUATION

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(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 Office of Human Resources.
- (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.

9. Follow-Up Conference

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

D. Complaints

The Board shall consider only written complaints processed through administrative channels, directed against any unit member of the District. The unit member'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 unit member 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 member against whom a complaint is filed shall receive a copy of the complaint and the administrative action taken. The unit member 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 member 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 13 EVALUATION

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### Peer Assistance and Review – Article 21

For purposes of this article, permanent unit members who receive a final evaluation of “Does Not Meet Standards” shall be referred to the PAR program as an Intervention Teacher.

## ARTICLE 14 TRANSFER PROCEDURES

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### A. Definition of Terms

1. Vacancy: A vacancy is an unfilled full-time or part-time certificated position, which does not have a unit member assigned to it.
2. Assignment: Assignment is the placement of certificated personnel.
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 unit member 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 members.
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.
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 (2) unit members who voluntarily agree to work part-time performing work that ordinarily would be performed by one full-time unit member.
9. Split Assignment: Split assignment refers to assignments at more than one site filled by one unit member.
10. Seniority:
  - a. Unit members with the same hire date and the same length of District service shall have their seniority number determined by lottery.

## ARTICLE 14 TRANSFER PROCEDURES

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- b. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority; that seniority shall remain in effect while employed in the District.

### 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.
  - a. On or before April 15 of each year, the district will provide an assignment form to each unit member. (The form will be mutually developed by HEA and the district within a month of ratification.) Minimally this form shall include a place where unit members will indicate the grade, subject, and building and assignment preference for the following year. For high schools implementing an optional zero or seventh period, teachers will also be able to indicate a teaching assignment during the zero or seventh period as well as a request to flex their schedule. The unit member will return the form within ten days of receiving it.
  - b. Each unit member shall be given written notice of the next year's tentative assignment not later than June 1. To the extent known, such notice shall specify the grade, subject area and classroom to which the unit member will be assigned. To the extent known, the unit member will check a box indicating whether or not the unit member intends to: accept the assignment; return to the district the following year and be placed on the voluntary transfer list; or not return to HUSD. Such response will be made within five working days.
  - c. At the beginning of each term, unit members will receive notification of the special needs of students assigned to them.
  - d. In circumstances where the principal is aware prior to the end of the school year that unit member(s) will be involuntarily transferred, the Principal shall so notify such unit member(s) in writing as promptly as possible. Whenever such notification is made prior to May 1, the involuntary transferee(s) shall receive an advance copy of the transfer list referenced in paragraph C.1. and shall be given the first opportunity to fill the position for which they are credentialed.

## ARTICLE 14 TRANSFERS AND PROCEDURES

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2. 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 in this article.
3. Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study. Any exceptions shall occur only by mutual agreement among the unit members affected, and the District.
4. A unit member who is reinstated following a leave of absence shall return to a comparable position as that held by the unit member 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 class outside the workday. When volunteers are not available, the District shall rotate such assignments on a yearly basis among qualified unit members within each department responsible for teaching a class outside the workday. Qualified includes credential, teaching experience, and other job related criteria.
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 rotate combination classes among the teachers in the affected grade levels provided that there are qualified candidates at the site. Prior year's combination assignment shall be considered. Exceptions may be made with the consent of the teacher. Every effort will be made not to have bilingual combination classes unless requested by a teacher.

There will be no K-1 combination classes. Up to two (2) HEA representatives will be on the District enrollment team.

7. Before assigning a unit member to an elementary leveled class assignment, the District shall first seek a qualified unit member volunteer at the site to which the leveled class assignment class is to be assigned. If no qualified unit member volunteers, the District will rotate leveled classes among the teachers in the affected grade levels provided that there are qualified candidates at the site. Exceptions may be made with the consent of the teacher.
8. Sections will be offered to current teachers at the site before being offered to new teachers, except in the event that a site administrator has had significant difficulties in recruiting qualified candidates for a Math or English teaching position and the teacher under consideration is not qualified to teach anything but the class in question.

## ARTICLE 14 TRANSFERS AND PROCEDURES

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### C. Posting and Filling Vacancies

1. Lists of all known vacancies shall be posted in all school buildings, in the Human Resources Office, and on the District Web Site. Copies shall also be electronically delivered to the Association. 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; (4) a date and a vacancy list number indicating the sequence; (5) A closing date which is at least five (5) days the district office is open following the posting. No assignment to fill the vacancy shall be made until after the closing date.
3. 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 Human Resources Office.
4. All current unit members, including hourly, shall be given first consideration for vacancies before applicants from outside the bargaining unit. Within this Article, "first consideration", means a unit member will be given an interview before considering outside applicants. Hiring of candidates from outside the District for vacancies shall not take place until after the closing date posting periods set forth in "2" above and only if the position is not filled by a unit member who has made an application for a voluntary transfer.
5. Unit members applying for the same vacancy will be measured according to the following criteria: (1) credential, educational preparation, work experience; (2) District seniority; (3) site seniority, (4) 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. Unit members with Split Assignments: Notwithstanding any other provisions of this agreement, unit members 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. The unit member 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

## ARTICLE 14 TRANSFERS AND PROCEDURES

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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 general 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 C6. shall receive preference for that position. In the event that two (2) or more equally qualified prep teachers are the most qualified for the position, seniority shall apply.
8. Whenever possible, within ten (10) days after the closing date for applications, all posted vacancies are to be filled and all applicants for the position will be so advised. Should there be vacancies that are not filled as set forth above, only then would those be open to new teachers.
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.6. above.

### D. Voluntary Transfer

1. A unit member desiring a transfer shall notify the Human Resources 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 Human Resources Office and the unit member shall retain the other copy. The forms will be available at all sites where there are certificated employees, at the Human Resources Office, and at the office of the Association. Upon request of a unit member, the request for transfer will be kept confidential by the Human Resources Office until the unit member's application for a specific position is under consideration.
2. Receipt of the application will be confirmed by the Human Resources 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. 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 disrupt the continuity or quality of the educational process for the class or classes involved, that opening may be filled with a temporary or limited term new-hire to complete

## ARTICLE 14 TRANSFERS AND PROCEDURES

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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.

5. Teachers who transfer into positions in order to participate in non-traditional delivery of educational programs shall have the right, if a position is available, to return to their former school the next year, or be placed on the involuntary transfer list, if they so wish.
6. Unit members will not be eligible for transfer for the final year prior to receiving tenure except in unusual situations or for changes of enrollment.

### E. Involuntary Transfer

1. Definition: An involuntary transferee is a unit member whose previous assignment is not available due to school consolidation, program elimination-reduction-revision, sanctions or interventions necessitated under Federal or State law, or loss of enrollment, or a unit member who is returning from leave whose previous assignment is no longer available.
2. 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 unit member(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.
3. Unit members who are involuntarily transferred to another school after the first teaching day of the school year shall be given two full days of release time prior to starting the new assignment. The unit member will be granted two days of release time upon request and taken at the unit members' discretion for the purposes of preparing for the new assignment.
4. In the event that loss of enrollment and/or program elimination-reduction-revision and/or sanctions or interventions necessitated under Federal or State law, results in necessary staff reductions or transfer of some or all of the members at a school site, the District shall seek volunteers prior to making any involuntary transfer. If more than one unit member desires to transfer, the most senior unit member receives first preference. If no unit member desires a transfer, the unit member with the least seniority within the program shall be transferred or reassigned. Seniority shall be considered in the following priority order:
  - a. District service in the Hayward Unified School District (excluding Article 11 Leaves § R., General Unpaid Leaves of two (2) years or more.)

## ARTICLE 14 TRANSFERS AND PROCEDURES

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- b. District service at the school site (excluding Article 11 Leaves, § R., General Unpaid Leaves of two (2) years or more.)
  - c. Seniority number. (Refer to Section A.10.a)
5. Unit members 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.
6. Unit member 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:
- a. In order of seniority, each unit member shall be contacted by the Assistant Superintendent of Human Resources or shall meet with the Assistant Superintendent of, Human Resources /designee at a time mutually agreed upon by both parties and at that meeting, the involuntary transferee shall designate those specific positions desired from the list of available vacancies, and confirm a mutually acceptable transfer with the Assistant Superintendent of Human Resources /designee. Unit members involuntarily transferred from a site because of Federal or State sanctions or interventions will choose from positions available at all other sites.
  - b. If a transfer is not mutually agreed upon, the unit member will be asked to wait until all other involuntary transferees have had an opportunity to mutually agree upon a placement.
  - c. At the conclusion of the process in 6.b. above, unit members remaining without a position may be administratively placed. This shall occur no earlier than twenty (20) work days before the start of the school year. Upon the request of the unit member, the District shall justify, in writing, why seniority was not used.

### F. Involuntary Reassignment

- 1. Involuntary reassignment for reasons other than administrative reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 12 Class Size and Article 27 Restructured Comprehensive High Schools; elimination of program(s) and/or funding.
- 2. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. If more than one unit member volunteers, the most senior unit member receives first preference. If no unit member volunteers, unit members to be reassigned will be measured by the principal according to the following criteria: seniority, credentials, educational

## ARTICLE 14 TRANSFERS AND PROCEDURES

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preparation and training, and work experience of all qualified teachers at the site, in order to assess which of the qualified teachers

would be successful in the new setting. In the event that the principal reasonably determines that more than one of the qualified teachers would be successful, the unit member with the least seniority shall be reassigned. Seniority shall be considered in the following priority order:

- a. District service in the Hayward Unified School District (excluding Article 11 Leaves § R., General Unpaid Leaves of two (2) years or more.)
  - b. District service at the school site (excluding Article 11 Leaves § R., General Unpaid Leaves of two (2) years or more.)
  - c. Seniority number. (Refer to Section A.10.a.)
3. Unit members who are involuntarily reassigned during the school year shall be given two working days notice prior to beginning the assignment. The unit member will be granted two days of release time upon request and taken at the unit members' discretion for the purposes of preparing for the new assignment.

### G. 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 unit member is qualified. Written notice of such action, together with reasons, shall be given to the unit member fourteen (14) days in advance or as soon as practical.

### H. 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.
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. If mutual agreement has not been reached, HEA, and HR will meet with the job share partners and the site principal to reach consensus.

## ARTICLE 14 TRANSFERS AND PROCEDURES

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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 unit member 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.
1. General Provisions/District Assistance
    1. The District shall give assistance to unit members who are required to move. Upon request of an affected unit member, the District shall assist in the move, transportation and reassembling of instructional equipment and materials related to the unit member's work assignment. Unit members in special circumstances may request additional time or assistance. The District shall honor all reasonable requests for additional time or assistance.
    - In addition, if a unit member is required to move, the District shall offer two (2) working days without classroom duties for moving and preparing the classroom, if requested. Unit members who choose to have their move take place outside the work day shall be paid at the contract hourly rate for actual time spent on moving, up to a maximum of eighteen (18) hours. Unit members in special circumstances may request the Assistant Superintendent, Human Resources, to provide additional time, which shall not be unreasonably denied.

## **ARTICLE 15 ASSOCIATION RIGHTS**

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- 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 members 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 and contact information of all new and current unit members hired by the District for the school year no later than October 15 or two (2) 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 unit member 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.
- F. The Association shall be provided the opportunity to announce meeting dates and agenda items during regularly scheduled faculty meetings.
- G. The Association shall be provided the opportunity to participate in District new employee orientations and "on boarding" annual events if held.
- H. 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.
- I. 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."
- J. The Association shall have the right to transact official business on school property with unit members before and after school hours and during the unit members' lunch period provided that this shall not interfere with or interrupt school operations.
- K. The designated representatives of the Association shall have access to unit members on school property before and after school hours and during the unit members' lunch period. Representatives of the Association shall report to the office before visiting a unit member on the school premises.

## ARTICLE 15 ASSOCIATION RIGHTS

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- L. Only unit members who are members of the Association shall have the right to have dues deducted from their warrants. Any unit member 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 (10) 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.
- M. The Association may designate local site representatives in matters pertaining to employer-employee relations.
- N. The hiring of a new public employee indicates that the onboarding process for even a single new employee constitutes a “new employee orientation”.

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

1. The District shall notify the HEA President at least ten (10) days in advance via email of all new employee orientations and will schedule monthly onboarding sessions in-between.
2. HEA shall have access to meet with certificated staff at the District's certificated orientation/onboarding at the beginning of the school year and any other scheduled orientation/onboarding with staff.
3. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person onboarding meeting within twenty-one (21) work days from the date of hire to allow HEA to meet for a maximum of sixty (60) minutes with the newly – onboarded members.
4. New employees including temporary, permanent, full-time, part-time, and seasonal workers as long as they are still employed during the orientation shall be made mandatory to attend and paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when occurring outside the contract year and/or day.
5. Union literature and/or membership forms and dues deduction will be provided.
6. HEA is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

## ARTICLE 15 ASSOCIATION RIGHTS

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7. Chapter leaders shall be provided with District-paid release time to attend the orientation/onboarding if any orientation/onboarding meeting is held during contractual work hours.
  8. HEA Leadership shall be provided no less than *sixty (60) minutes* of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless HEA requests to be placed at the end of the agenda. District Administration will excuse themselves during Association time.
  9. During the school year, the District shall provide HEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District and home address of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire.
  10. Every 120 days the District shall provide the HEA President information for *all* members of the bargaining unit in digital Excel format the information listed above in number 9 of this MOU and in addition to listing of any Unit Member on Leave of Absence and indication of whether the District is deducting dues for membership.
- O. Public school employers are required to honor the terms of their employees' written authorizations for payroll deduction. These authorizations are to be maintained by the union, not the employer. The district must process payroll dues deductions for all employees whom the union reports as having written authorizations.
- P. Payment of the service fee to the Association shall be made either by authorizing the District to deduct one-tenth (1/10) of such fee from the regular salary check of the unit member 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 unit member and the Association. The District shall remit such deductions for service fee to the Association. Unit members hired after the commencement of the school year shall pay a prorated service fee in accordance with established categories for part-time employment.
- Q. 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.

## **ARTICLE 15 ASSOCIATION RIGHTS**

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- R. The Board shall, upon request, grant a full or partial year leave to the President and or Vice President of the Association during his/her term of office. The term of leave shall constitute full employment in the District and the person(s) on leave shall be entitled to all benefits granted to full time unit members. The Association shall pay the District a sum equal to the annual salary at Column C Step 6 on the salary schedule Appendix B-2 for each Association officer on leave under this provision.
  
- S. Except as otherwise provided by law, HEA may appoint up to two members to all District-level committees, including management interviews.
  
- T. Bargaining Unit members will not be asked to supervise, direct or evaluate each other.
  
- U. The district will make every attempt not to schedule meetings, professional development or trainings on Mondays.

## ARTICLE 16 NONDISCRIMINATION

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- A. The District and the Association agree not to unlawfully discriminate against any unit member on the basis of race, color, creed, national origin, sex, age, sexual orientation (actual or perceived characteristics), 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 17 SUMMER SCHOOL & INTERVENTION PROGRAMS/TEACHERS

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### A. Definition

1. This article covers:
  - (a) summer school programs, including GATE summer school; and
  - (b) other programs addressing at risk students, such as before and after school programs and intersession programs which are assigned to certificated staff outside the regular school day or calendar year.
2. For purposes of this article, "interventions" refers to both (a) and (b) above.
3. Except for the Preamble and Articles 2, 3, 4, 5, 6, 7, 9, 12D, 16, no other provisions of this contract shall apply to summer school and intervention certificated staff.

### B. Intervention Teachers

1. For interventions, the maximum class size shall be twenty-five (25) at the elementary level and twenty-five (25) at the secondary level. Class adjustments and transfers within the maximum shall be completed within the first five (5) days of the intervention program. For non-intervention Summer School classes, the maximum class size shall be thirty-two (32) at the elementary level and thirty-four (34) at the secondary level. Class adjustments and transfers within the maximum shall be completed within the first five (5) days.
2. For state funded before and after school intervention programs the maximum class size shall be 15. The parties agree that this program is intended to be at least self-funding. If this is not the case at any time, the parties agree to meet and modify the class size and any other aspects of the program as are mutually agreed to be necessary to restore the program to self-sufficient status.

### C. Intervention teachers teaching outside of the regular school day will be compensated at the hourly rate. Teachers, including substituting HEA members, teaching during intervention or non-intervention summer classes will receive \$55 per hour (including but not limited to instruction, collaboration, and preparation time).

Unit members participating in district provided summer trainings shall be compensated at the rate of \$300 per day. A full day staff development is six (6) paid hours and one non paid hour for lunch.

Unit members serving as coaches during summer session shall be compensated at the rate of \$440 per day.

### D. Qualified unit member applicants shall be given first consideration for existing intervention positions before applicants from outside the bargaining unit. Under this right of "first consideration," outside applicants may not be hired if there are qualified applicants from within the bargaining unit who have applied by the application deadline. Qualified is defined as a person with appropriate credentials to teach the level and or subject area and who has received satisfactory rating on his/her last formal evaluation.

## **ARTICLE 17 SUMMER SCHOOL & INTERVENTION PROGRAMS/TEACHERS**

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- E. Instructional material for interventions will be funded on a pro-rata basis (up to) regular school year funding. Funding shall not exceed budgeted allocations for such materials.
- F. The summer school high school site shall have three (3) campus supervisors at the beginning of the summer school high school program with later adjustments made as needed.
- G. At a designated summer school site, unit members whose classrooms are used for summer school by another teacher will meet with the site administrator in order to determine what materials/equipment need to be placed in a secure storage place for the duration of summer school. Prior to being placed in storage, materials/equipment will be inventoried and signed off by both the site administrator and the unit member. The district will assist in the moving and storage of materials/equipment, if requested. At the beginning of the school year, unit members will check materials/equipment against the original inventoried items ensuring no loss of materials/equipment has occurred. If items are lost, stolen or damaged, the district will replace said items promptly and/or adhere to the language found in Article 9 Safety Equipment and/or Personal Property Loss.
- H. Any member delivering Special Education services for the Extended School Year will receive their per diem rate of pay.
- I. Teachers working with students with active IEPs and/or 504 plans who are attending summer programs, shall have access to the student's IEPs "at a glance" and/or 504 plans.

## ARTICLE 18 COMPENSATION FOR EXTRA WORK LOAD

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### A. Release Time for Extra Work Load

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

Each comprehensive high school shall be allocated thirteen additional release periods on a yearly basis as follows:

- (2) the Director of Student Activities
- (2) the Director of Athletics
- (1) English/Language Arts Department Chairperson
- (1) Mathematics Department Chairperson
- (1) Science Department Chairperson
- (1) Social Science Department Chairperson

The remaining five additional release periods will be selected by the HEA members of the SBDM team or Curriculum Council among the following: Yearbook, Newspaper, Site Technology Coordinator, Director of Intramurals, High School Reform, Finance Director, Chairpersons of other departments, chair of the current content adoption area, or additional areas as needed.

The extra release periods will be during the instructional day and teachers will not be assigned teaching sections during their release time.

### B. Extra Pay for Extra Work Load

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

If the chairperson of the Health Cost Containment Committee is a unit member, that unit member shall receive compensation in accordance with Appendix A.

### C. In the event there is a need for a substitute Nurse the district will first fill the absence with a current part-time Nurse Staff. HUSD will offer the substitute position based on seniority and on a rotational basis. A Nurse filling the substitute position will work no more than seven (7) hours a day and will be compensated at each Nurse's per diem rate of pay. No Nurse will substitute more than 50 days in a school year.

## ARTICLE 19 RETIREMENT OPTION

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### 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 unit members. A unit member 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 unit member(s) shall implement those projects. The Superintendent/designee shall mutually determine with the unit member 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 in a timely manner.

#### 2. Implementation

- a. A unit member 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 papers until after the Board has acted upon his/her proposed contract.
- c. The retiring unit member shall be between the age of fifty-five (55) and sixty-five (65).
- 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.

## ARTICLE 19 RETIREMENT OPTION

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- 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, unit members or by management, but are subject, individually, to approval by Superintendent/designee described in A.1. and by the Board.
- 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 an 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
  - (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

## ARTICLE 19 RETIREMENT OPTION

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- (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
- (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.

### 3. 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 Human Resources Office.

## ARTICLE 19 RETIREMENT OPTION

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### 4. Guidance

It shall be mandatory that each unit member 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 Human Resources Office.

### B. Pre-Retirement Part-Time Employment Plan

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

1. The unit member must have reached the age of fifty-five (55) to attain eligibility in the plan, or earlier if permitted by legislation.
2. The unit member 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 District.
3. The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the employer, except that such unit members shall be subject to layoff according to the Education Code and dismissal for cause.
4. The unit member shall be paid a pro rata share of the salary the unit member 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 unit member shall receive health and welfare benefits in the same manner as a full time unit member.
6. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full time position.
7. This option is limited to unit members who do not hold positions with salaries above that of a school principal.
8. A unit member may not participate in this retirement plan past the age of sixty-five (65) years, or for more than five (5) years, whichever comes first.

## ARTICLE 19 RETIREMENT OPTION

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9. Once a unit member has elected to be on a part-time status, such unit member cannot return to full time employment status, except by mutual agreement by the school district and the unit member.
10. A unit member who is on part-time employment status will accrue seniority on a prorated basis.
11. The final determination as to which unit members will participate in this program and the form of part-time employment rest within the sole discretion of the Board.
12. Any unit member wishing to participate in the above program shall notify the Personnel Services Division by April 15 of each school year.

## ARTICLE 20 MISCELLENEOUS RETIREMENT PROVISIONS

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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 June 29, 1998 and School Psychologist hired on or before June 30, 2011.

1. The terms of this section B apply only to unit members hired on or before June 29, 1998. Provisions relating to retiree Health and Welfare for unit members hired after that date, shall be governed by section C. of this Article. The retiree up to age seventy (70) will receive an amount equal to the Kaiser Permanente (California) plan premium for subscriber only coverage, adjusted annually, toward the purchase of one (1) of the District offered health plans upon the following conditions:

- a. Attained age fifty-five (55) or more
- b. Receive STRS benefits
- c. Served ten (10) years in the District

2. Upon reaching the age of sixty-five (65) the retiree will receive an amount equal to the Kaiser Permanente (California) Supplement/Managed Medicare plan premium for subscriber only coverage, adjusted annually, toward the purchase of the PERS 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 Permanente (California) plan for unit members.

3. The retiree who is not eligible for Medicare at age sixty-five (65) will continue to receive an amount equal to the Kaiser Permanente (California) health plan premium for subscriber only, adjusted annually. After July 1, 1991, only the retiree who is not eligible for Medicare may pay for coverage after reaching age seventy (70) if the current health plan provider approves.

C. Health and Welfare Program for Employees Hired After June 29, 1998

The terms of this section C apply to unit members hired after June 29, 1998. The retiree up to age sixty-five (65) will receive an amount equal to the Kaiser Permanente California health plan premium for subscriber only coverage, adjusted annually, toward the purchase of one of the District offered health plans upon the following conditions:

## ARTICLE 20 MISCELLANEOUS RETIREMENT PROVISIONS

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1. Attained age fifty-five (55) or more
2. Receive STRS benefits
3. Served ten (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 Permanente (California) health plan premium for subscriber only coverage, adjusted annually, with which the retiree may purchase health insurance.
2. Upon retirement, any retiree, who is at least fifty-five (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.
3. 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.

### E. Retirement Incentive

1. For the 2005-2006 school year only, the District will offer an early retirement incentive program if the equivalent of 80 FTE or more from the bargaining unit submit their resignation by March 1, 2006. Resignations must be submitted in writing on a District approved form. To be eligible to participate in the early retirement incentive program, unit members must meet the following conditions:
  - a. Submit an irrevocable letter of retirement no later than March 1, 2006 for a retirement date taking effect on July 1, 2006.
  - b. Eligible to retire under STRS.
  - c. If the District does not implement this early retirement incentive program, the unit member may rescind his/her letter of retirement within ten (10) working days of being informed that the program will not be implemented.
2. If there is sufficient participation for the District to provide the incentive, the District will fund the following retirement incentive package:
  - a. A unit member in full time paid status shall receive a one-time payment of seven thousand five hundred dollars (\$7,500) on June 30, 2006. A unit member who is less than 1.0 FTE shall receive a prorated amount.

## **ARTICLE 20 MISCELLENEOUS RETIREMENT PROVISIONS**

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- b. Any tax consequences related to receipt of this early retirement incentive shall be the sole responsibility of the retiring employee.
  
- c. The District reserves the right and retains the sole discretion to implement the retirement incentive program if less than 80 F.T.E. elect to participate in the early retirement incentive program.

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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- A. There shall be a Peer Assistance and Review Program (PAR) for all unit members who have teaching assignments. The primary purpose of the PAR program in HUSD is to provide teachers with assistance to enhance their classroom practices. The requirements for summative evaluation contained in the HEA/HUSD evaluation contract language shall remain the responsibility of the school administrator or designee. In order to promote the highest levels of trust and assistance, strict rules of confidentiality shall be maintained throughout the PAR program among the consulting teachers, the teachers needing intervention/assistance, and the teachers' evaluators.
- B. The program shall serve the following:
1. Beginning Participating Teacher: A beginning participating teacher may participate in PAR on a voluntary basis. A beginning participating teacher includes:
    - a. First (1<sup>st</sup>) and second (2<sup>nd</sup>) year teachers who are new to the district and the profession, specifically teachers who have not had experience in other districts.
    - b. Emergency-credentialed teachers not in a teacher education program and not receiving any other professional development support.
    - c. Teachers on any form of credential waiver, pre-interns and interns not receiving any other professional development support.
  2. Experienced Participating Teacher: An experienced participating teacher is one who volunteers to participate in the PAR program and is not a teacher needing intervention/assistance.
    - a. Teachers who are teaching out of their grade level and/or subject area of experience.
    - b. Teachers interested in improving their classroom teaching practices.
  3. A teacher needing intervention/assistance shall be defined as a teacher with permanent status who receives a "Does Not Meet Standards" composite evaluation on the summary evaluation report (a teacher who needs assistance to improve his/her instructional skills, classroom management, knowledge of subject matter and/or related aspects of his/her teaching performance as a result of the unsatisfactory summary evaluation report).

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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4. The priority for serving classroom teachers in the PAR program will be:
  - a. Intervention Teacher
  - b. Beginning Participating Teachers
  - c. Teachers teaching out of their grade level and/or subject area
  - d. Teachers interested in improving their practice

### C. Joint Panel

1. A Joint Panel shall administer the Peer Assistance and Review (PAR) Program. The Joint Panel shall consist of seven (7) members, three (3) of whom shall be selected by the District, and four (4) of whom shall be selected by the Association. The Joint Panel shall be co-chaired by a teacher, selected by the Association and an administrator.
2. The initial term of office shall be one (1) year. At the end of the 2000-01 school year, the Joint Panel shall recommend the length of future terms, providing for the rotation of its members.
3. The Joint Panel shall establish its own meeting schedule. Meetings shall be scheduled on a regular basis.
4. Responsibilities – The Joint Panel shall be responsible for the following:
  - a. Coordinating training for Joint Panel members;
  - b. Coordinating training for Consulting Teachers:

A consulting teacher is a teacher selected by the joint panel to provide assistance to Intervention Teachers and Participating Teachers in the PAR Program;
  - c. Establishing and publishing its own rules of procedure. The Joint Panel shall distribute, at the beginning of each year, a copy of the adopted rules and procedures to all FRA representatives and certificated administrators. Copies will be made available to bargaining unit members upon request;
  - d. Developing a process for the selection and observation of Consulting Teachers;

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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- e. Determining the number of Consulting Teachers based upon the number of participants in PAR, budget and program needs. The Joint Panel shall develop the ratio of Consulting Teachers to PAR participants;
- f. Developing a process to match Consulting Teachers with PAR participants;
- g. Processing applications from teachers voluntarily requesting peer assistance;
- h. Develop documentation to be used for the PAR program;
- i. Previewing the final report of the Consulting Teacher and make recommendations to the Board regarding the Intervention Teachers' progress in the PAR program;
- j. Evaluating annually the effectiveness of the PAR program. The Joint Panel will develop a system of evaluation during the 2000-2001 school year;
- k. Establishing links between consultants, administration, the Board and the Association for communication and information;
- l. Making recommendations regarding professional development to the district administrator in charge of professional development;
- m. Previewing the effectiveness of the Consulting Teachers. No documentation of a derogatory nature will be placed in the personnel file of a Consulting Teacher by the Joint Panel. This review shall not become part of the Consulting Teachers' Personnel file;
- n. Having a role in recommending budget priorities for the PAR Program;
- o. Providing a report to the Board identifying teachers who are required to participate in the PAR program;
- p. Encouraging a collaborative relationship between the Consulting Teacher and administrator, Intervention, and Participating Teacher;
- q. Mediating disagreements between the Consulting Teacher, Intervention, and Participating Teacher;
- r. Developing a monitoring component, which includes Consulting Teachers providing ongoing reports to the Joint Panel;

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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- s. Ensuring that all requirements prescribed by the Education Code in respect to Peer Assistance and Review are met;
  - t. Reviewing the performance of Consulting Teachers. This review shall not become a part of the personnel file;
  - u. Establishing and publishing the application process for the Consulting Teachers annually including timelines;
- 5. Confidentiality of Materials: All proceedings and materials related to evaluations, reports and other personnel matters shall be kept confidential, except in response to a subpoena, or court order.
  - 6. Conflict of Interest: The Joint Panel shall develop procedures dealing with potential personal or professional conflicts of interest.
  - 7. Hold Harmless: The District shall hold harmless the members of the Joint Panel from any liability arising out of their participation in this Program as provided in Education Code Section 44503.
- D. Consulting Teachers
- 1. A Consulting Teacher is a teacher selected by the Joint Panel to provide assistance to Intervention Teachers and Participating Teachers in the PAR program.
  - 2. The following shall constitute the minimum qualifications:
    - a. Be a credentialed teacher with permanent status and effective evaluations in HUSD;
    - b. Have taught for at least four (4) years with recent experience in classroom instruction;
    - c. Be able to demonstrate exemplary teaching ability to the Joint Panel;
    - d. Have extensive knowledge of subject matter and mastery of a range of teaching strategies, instructional techniques and classroom management skills necessary to meet the diverse needs of all students;
    - e. Be able to communicate effectively orally and in writing to the Joint Panel;
    - f. Be able to work cooperatively and effectively with adults.

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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3. Compensation shall be at the per diem rate. Compensation may include additional days beyond the contractual work year, as agreed upon by the Joint Panel and the Consulting Teacher.
  
4. Terms and Condition of Services
  - a. A Consulting Teacher shall be appointed for a one (1) year term, which is renewable for up to three years upon agreement of the Consulting Teacher and Joint Panel.
  - b. The Consulting Teacher may serve the PAR Intervention and/or Participating Teachers in the following prioritized order:
    - (1) Full-time release or
    - (2) Part-time release or
    - (3) Extra compensation and/or release
  - c. At the conclusion of their service, Consulting Teachers shall have return rights to a position for which the individual is qualified at their school of origin. If there is no position, a position will be created by an involuntary transfer of the least senior teacher.
  - d. Workload: For planning purposes, the Joint Panel will assign full-time Consulting Teachers with twelve (12) Intervention and/or Participating Teachers. However, when considering the special needs of the Intervention or Participating Teachers and the district, the Consulting Teachers and the Joint Panel will agree to adjust the workload of the Consulting Teachers. The workload adjustment may include fewer/more than twelve (12) Intervention or Participating Teachers, but will not exceed fifteen (15) teachers served by a single full-time Consulting Teacher.
  - e. Consulting Teacher's Removal from service: Before a Consulting Teacher is removed from the PAR program during the term of their appointment by the Joint Panel, for reasons other than discontinuance or partial discontinuance of the program, the Joint Panel shall:
    - (1) Notify the Consulting Teacher verbally and in writing of the reasons for not continuing the person in the program.
    - (2) Within five work days of written notice, hold a conference with Consulting Teacher to discuss those reasons and any recommendations for meeting program requirements. Where

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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there are recommendations, the Consulting Teachers shall be given a written copy of same.

- (3) 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 PAR program, the Joint Panel shall give written notice.

### 5. Roles and Responsibilities of the Consulting Teacher:

- a. Consulting Teachers must be willing to work with the following groups of teachers:

- (1) Intervention Teachers
- (2) Beginning Teachers
- (3) Teachers teaching out of their grade level or subject area.
- (4) Teachers interested in improving their practice.

- b. Consulting Teachers shall:

- (1) Work with individual teachers or groups of teachers.
- (2) Work with teachers at various grade levels, subject areas, courses and programs as appropriate.
- (3) Communicate with administrators when appropriate.
- (4) Maintain confidentiality.
- (5) Collaborate with teachers in the PAR program to develop an action plan.
- (6) Collaborate with other Consulting Teachers.
- (7) Make verbal and written reports to the Joint Panel.
- (8) Meet with the Joint Panel on a regularly scheduled basis.
- (9) Notify the Joint Panel when a teacher participating in the PAR program voluntarily no longer needs assistance.
- (10) Orient teachers participating in the PAR program to district-wide goals and procedures.
- (11) Use a variety of strategies, which will address the various

## ARTICLE 21 PEER ASSISTANCE AND REVIEW

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needs of teachers participating in the PAR program. This may include classroom management, methodology, planning and organization and organization.

- (12) Observe teachers participating in the PAR program that are assigned to the Consulting Teacher and provide feedback to teachers within two days.
  - (13) Be willing to develop knowledge of researched-based instructional strategies and professional development.
- c. The Consulting Teachers shall apply for their positions in the PAR programs based on the process established by the Joint Panel that will include three letters of reference from the following sources:
    - (1) One (1) reference must be from a principal or immediate supervisor who has evaluated the Consulting Teacher's performance within the last four years.
    - (2) Two (2) references must be from other educators familiar with the Consulting Teacher's teaching and/or coaching expertise.
  - d. All applications and letters of reference are for Joint Panel use only and are to be kept strictly confidential.
  - e. Consulting Teacher applicants who are not accepted as Consulting Teachers will be notified in writing by the Office of Human Resources.
  - f. For the purposes of immediate supervision, the Consulting Teachers will report to the Coordinator of Professional Development.

### E. Miscellaneous Provisions

Indemnification: The District shall defend and indemnify the Consulting Teachers and the Joint Panel members against claims arising out of their good faith and professional performance of duties under this article. Consulting Teachers and Joint Panel members who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

### F. No Encroachment/Loss of Funding

Expenditures for this program shall not exceed revenues the district receives from funds made available by Ed Code section 44506 or successor legislation.

## ARTICLE 22 COMPENSATION

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### A. Salary Schedule Provisions

#### 1. Placement and Classification

##### a. Credit for Previous Experience

- (1) All teachers entering the 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 unit member.
- (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.
- (3) School nurses and speech therapists will receive "experience credit" for years employed and practicing in their field as:
  - (a) Registered Nurse (RN)/Speech Therapist (license).
  - (b) Full time as a licensed agent in an accredited agency.
- (4) For school nurses only, Continuing Education Units (CEUs), necessary to maintain licensure as required by law will be accepted for salary placement and advancement. All other salary advancement criteria that apply to other unit members will remain applicable to the district nurses.
  - (a) Ten (10) CEUs equal one (1) semester unit of credit.
  - (b) For initial placement official transcripts must be provided by November 30. For advancement, a

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## ARTICLE 22 COMPENSATION

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transcript, official grade cards, or letters of verification of course work for courses completed during the previous school year or summer school must be submitted on or before January 7 for salary credit during the new school year.

- (c) The Human Resources Office is responsible to provide nurses with a receipt of the transcript at the time of submission.

- b. Salary Schedule Classification

- (1) Classification A requires:

- A bachelor's degree or the equivalent \*
    - and

- The appropriate California State Certification or the equivalent. \*

- (2) Classification B requires:

- A bachelor's degree or the equivalent \* plus fifteen (15) semester units
    - and

- The appropriate California State Certification or the equivalent. \*

- (3) Classification C requires:

- A bachelor's degree or the equivalent \* plus thirty (30) semester units
    - and

- The appropriate California State Certification or the equivalent. \*

- (4) Classification D requires:

- A bachelor's degree or the equivalent \* plus forty-five (45) semester units
    - and

- The appropriate California State Certification or the equivalent. \*

## ARTICLE 22 COMPENSATION

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(5) Classification E requires:

A bachelor's degree or the equivalent \* plus sixty (60) semester units

and

The appropriate California State Certification or the equivalent. \*

(6) Classification F requires:

A masters degree plus thirty (30) semester units earned after the master's degree or a bachelor's degree or the equivalent \* plus ninety (90) semester units

and

The appropriate California State Certification or the equivalent. \*

Blended credentials and/or blended masters degree will be evaluated on a case-by-case basis with the order of unit completion verified by the college or university.

(7) Masters Degree(s)

A unit member who has one (1) or more masters degrees shall receive an annual stipend as set forth in the salary schedule appendices for only one (1) 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) Doctorate Degree(s)

A unit member who has one (1) or more doctors degrees shall receive an annual stipend as set forth in the salary schedule appendices for only one (1) 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.

\* For equivalents, see section G., Area Equivalents.

2. Part-time Salary: Contracted unit members in the regular K-12, Child Development Program and Preschool/Latchkey, and Adult Education

## ARTICLE 22 COMPENSATION

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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 seventy-five percent (75%) of the school year and any temporary unit member on contract for more than seventy-five percent (75%) of the school year shall be placed on the Teachers Salary Schedule.
4. Miscellaneous Provisions
  - a. Any unit member 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 their per diem rate for the extra days.
  - b. Any unit member 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 their per diem rate during the unit member's days of non-responsibility.
  - c. Any unit member who chooses to substitute during days of non-responsibility shall be paid at the rate for substitutes.

### B. Salary Schedule Structure & Salary

1. Salary Schedules
  - a. The salary schedules appear in the appendices and are incorporated into this Agreement.
    - (1) Regular school year salary schedules shall be Appendices B-1 and B-2.
    - (2) The Counselor salary schedule shall be Appendix B-3.
    - (3) The 225 day Child Development salary schedule and the 183 day Child Development salary schedule shall be Appendix B-8 and B-9.
    - (4) Adult Education Hourly pay schedule shall be Appendix B-7.
    - (5) The Psychologist's salary schedule shall be Appendix B-4.

## ARTICLE 22 COMPENSATION

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2. Salary Schedule Structure & Salary:

2019-20 Compensation:

A four percent (4.0%) salary schedule increase effective July 1, 2019 shall be added to the HEA salary schedules for the 2019-20 school year.

2020-21 Compensation:

A two percent (2.0%) salary schedule increase effective July 1, 2020, shall be added to the HEA salary schedules for the 2020-21 school year.

The parties agree not to reopen the contract on Article 22 (Compensation) for the 2020-21 school year.

In addition

1. Hourly rate increases to \$43.00.

2018-19 Compensation:

A three and twenty-five hundredths of a percent (3.25%) salary schedule increase beginning July 1, 2018 shall be added to the HEA salary schedules for the 2018-19 school year.

3. Compensation for Extra Work Load

For the term of this agreement, the compensation rate for those listed in the extra work load schedule shall be as set forth in Appendix A.

C. Hourly Pay and Substitute Coverage Pay

1. Effective beginning July 1, 2016, the hourly rate shall be \$41.50.

2. Substitute Duty:

Substitute Coverage During Preparation Period: A unit member who volunteers to substitute during his/her scheduled preparation period shall be paid at the hourly rate. Secondary unit members shall not substitute for more than one (1) preparation period per day. Elementary unit members may substitute only during their regularly scheduled preparation period.

3. Substitute Coverage: HUSD and HEA will establish a committee to conduct a full analysis of the district needs for substitute coverage, substitute recruitment, and/or support and compensation for teachers who may be impacted. The committee will be comprised of 8 members, 4 members selected by the management team, and 4 members selected by HEA creating parity. The committee will convene in September 2017 after the first 15 days of school to reach consensus on recommended resolutions by November 1, 2017.

## ARTICLE 22 COMPENSATION

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4. Any Adult Education teacher who has taught thirty (30) hours per week with 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.
5. For staff development requiring a presentation outside the regular work day, the unit member making the presentation will be compensated for the presentation time and an hour of preparation time equal to the amount of time for the presentation at the hourly rate.
6. Unit members approved or required to attend presentations after working hours or on weekends will be paid at the contractual hourly rate in effect at that time of their participation.

### D. Annual Advancement

#### 1. Annual Advancement

- a. After placement upon the salary schedule, each unit member will advance one (1) step for each school year of service in the Hayward Unified School District. A school year constitutes seventy-five percent (75%) of the number of member's workdays. In the case of evening schools, seventy-five percent (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 member who works less than seventy-five percent (75%) in a school year shall receive a step advancement after finishing a second (2<sup>nd</sup>) year.

#### 2. Advancement with Emergency Credential - Initial Placement

- a. An Emergency Credentialed unit member is limited to Classification A, Step 6, unless official evidence is presented by the individual verifying that the member 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 (1) 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

## ARTICLE 22 COMPENSATION

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Official Transcripts, letters of verification, or official grade cards or courses completed during the previous school year or summer school must be submitted on or before January 7 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 after December 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 (2) courses not to exceed four (4) semester units for any one (1) semester or four (4) quarter units for any one (1) quarter, exclusive of summer sessions. A maximum of four (4) courses not to exceed eight (8) semester units will be accepted for any one (1) school year, exclusive of summer sessions. Credit for in-service courses, when sponsored or co-sponsored by the District, may exceed the maximum number of eight (8) semester units for any one (1) school year.

### 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 (1<sup>st</sup>) regular commencement following the completion of the requirements for the degree.
- c. For classification F, the date of the Master's Degree or the date of the completion of all requirements for the Master's Degree.
- d. Blended credentials and/or blended masters degree will be evaluated on a case-by-case basis with the order of unit completion verified by the college or university.

### E. Professional Advancement and Review Committee

The Association will work in conjunction with a Human Resources Administrator,

## **ARTICLE 22 COMPENSATION**

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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 a Human Resources Administrator, for approval.

#### **2. One (1) Semester Unit Defined.**

One (1) semester unit equals such a unit earned at any accredited college or university. One (1) quarter unit is equal to two-thirds (2/3) of one (1) semester unit.

#### **3. Fifteen (15) Hours Instruction Equals One (1) Semester Unit.**

Fifteen hours (15) instruction received in any one (1) field equals one (1) semester unit, if approved by the Professional Advancement and Review Committee and a Human Resources Administrator.

#### **4. Foreign Institute Credit**

In order for credit to be granted for graduate study in foreign institutions, a unit member shall obtain an evaluation of allowable credit from an official transcript of such credit by one of the approved organizations listed on the "Foreign Transcript Evaluation Organization" leaflet.

#### **5. 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 for Vocational Education Teachers**

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 (7) years of trade experience in an appropriate field, plus the necessary teacher training courses required by the State for the Trade and

## **ARTICLE 22 COMPENSATION**

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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 (5-1/2) years of training will place a teacher in Classification D:

- a. Number 1, plus fifteen (15) semester units of college training (or)
- b. Number 1 above, plus three (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 a Human Resources Administrator (or)
- d. Number 1 above, plus the equivalent of fifteen (15) semester units of credit when one unit is allowed for each forty-five (45) hours of acceptable work experience during summer vacation with a maximum of four (4) semester units for any one (1) 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 a Human Resources Administrator.)

### 3. Classification E Requirement

The equivalent of six (6) years of training will place a teacher in Classification E:

- a. Number 1 above, plus thirty (30) semester units of college training (or)
- b. Number 1 above, plus five (5) 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 a Human Resources Administrator, (or)
- d. Number 1 above, plus the equivalent of thirty (30) semester units of credit when one unit is allowed for each forty-five (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 a Human Resources Administrator.)

### 4. Classification F Requirement

## ARTICLE 22 COMPENSATION

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The equivalent of seven (7) years of training will place a teacher in Classification F:

- a. Number 1 above, plus forty-five (45) semester units of college training (or)
- b. Number 1 above, plus seven (7) 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 a Human Resources Administrator, (or)
- d. Number 1 above, plus the equivalent of forty-five (45) semester units of credit when one (1) unit is allowed for each forty-five (45) hours of acceptable work experience during summer vacation with a maximum of four (4) 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 a Human Resources Administrator).
- e. Blended credentials and/or blended masters degree will be evaluated on a case-by-case basis with the order of unit completion verified by the college or university.

### 5. College Training Requirement

All of the equivalent credit for the fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) year may be granted on the basis of 2b or 3b, 2c or 3c, and 2d or 3d above, but the unit member 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 a Human Resources Administrator, it is advisable, credit for a fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) 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 a Human Resources Administrator.

## H. Issue of Warrants

1. Unit members shall receive their annual salaries in ten (10) or twelve (12) equal installments. Should a unit member elect not to return for service the following school year, he/she will receive payment in full on June 30.

## ARTICLE 22 COMPENSATION

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2. Payroll warrants will be distributed on the last working day of the month, after 3:00 p.m. Hourly home teachers, and hourly adult school teachers, shall have a payroll period beginning the eleventh (11<sup>th</sup>) of one month through the tenth (10<sup>th</sup>) 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 served bears to the total number of working days plus institutes in the annual school term, and any other day when the unit member is required by the 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 (1/2) 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. Salary Warrants

1. All unit members not using direct banking services will have their salary warrants mailed to them at their home address unless special arrangements have been made.

- J. Direct Banking Services

1. All new unit members 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 unit member's statement indicating the credited bank account will be mailed to each unit member by the Payroll Department. The unit members may elect to have the payroll statement mailed to their home or work site.

- K. Payroll Deductions

## ARTICLE 22 COMPENSATION

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1. Unit members may choose to have payroll deductions for health and welfare benefits can be made pursuant to the provisions of Section O - 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 Way

Voluntary contributions may be deducted monthly from warrants through payroll deduction for United Way.

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. Unit members 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 Business Support Services Department. Should a change of name, or change of address occur, a new Withholding Form must be completed and filed immediately with the Business Support Services Department.

- L. Accumulated Sick Leave

Unit members are advised monthly on the pay stub of accumulated sick leave.

- M. All stipends, with the exception of coaching stipends, professional growth, and special projects, will be paid on a monthly basis beginning with the start of the assignment. Stipends for coaching, professional growth and special projects will be paid upon completion of the assignment.

- N. Copies of all PAFs for unit members will be sent to HEA upon request.

- O. General Health and Welfare provisions

1. For the term of this agreement, the Joint Committee for Health Cost Containment may make recommendations regarding changes in benefits, providers and additional or optional benefits.

## ARTICLE 22 COMPENSATION

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2. The District shall maintain an IRC 125 Cafeteria Plan for the benefit of unit members. The core program shall consist of health and dental. All unit members shall be covered by the District's dental plan (unless altered by HEA). Unit members may opt out of health coverage upon presentation of proof of alternate coverage. Unit members working less than half time may participate in the core program at their option.
3. The administrative costs of the IRC 125 plan shall be borne by the plan. If the IRC 125 plan administrator decides to no longer bear the administrative cost of the plan, the District and HEA shall meet to resolve how the administrative costs shall be borne. Accounts shall be established under the IRC 125 Cafeteria Plan to shelter from applicable salary taxes allowable amounts for insurance premium payments and dependent care expenses.
4. Health, Dental & Optional Benefits
  - a. Plans available to unit members are:
    - (1) Health Insurance Plans under The CalPERS Health Program
    - (2) Dental Insurance Plans
      - Delta
      - United Healthcare Dental
  - b. Optional benefits currently available to unit members 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
      - Standard insurance plans
      - Washington National Insurance plans
    - (3) PERS Long Term Care

### P. Enrollment Procedures

1. The District shall provide each unit member a "Benefits Enrollment/Authorization" form that includes current benefit rates to be completed within sixty (60) days of employment. Thereafter during the "Open Enrollment" period, the District shall provide plan information, updates, and the option to make enrollment changes including notification of timelines regarding qualifying life event changes. The monthly warrant provided to each unit member by the District shall show the expenditures

## ARTICLE 22 COMPENSATION

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for each plan. The District will endeavor to arrange concurrent expiration dates for all carrier policies.

2. Each unit member, newly hired, or returning from leave between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month, may be enrolled in the District's Health and Welfare Benefit Plans beginning the first (1<sup>st</sup>) day of the following month. Each unit member who assumes duties between the sixteenth (16<sup>th</sup>) and the thirty-first (31<sup>st</sup>) 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 except for new unit members who shall be eligible to enroll at the time they are hired.

### Q. Effective July 1, 2015

1. Upon proof of medical coverage, unit members will not be required to participate in medical coverage. Dental insurance will remain mandatory unless altered by HEA. The District shall contribute the full premium of the lowest cost employee selected dental plan offered by HUSD for the "employee only." Unit members may elect to have additional coverage for dependents. Any additional premium or out of pocket costs will be borne by the unit member.
2. The District shall provide unit members with Life and Disability Insurance from the Standard Insurance Company – CTA Benefits and Services Disability Benefits. Standard Life and Disability premiums will be employer paid.

### R. 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 unit members 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. Notwithstanding the Association's participation in the HUSD Health Cost Containment

Committee, the Association retains the right to select health and welfare plans and carriers.

3.
  - a. Each unit member on paid leave will continue to have access to the core program Standard Insurance Company – CTA Benefits and Services Disability Benefits and EAP for a period of time that corresponds to the leave.
  - b. The District shall establish a Benefits Assistance Bank in the amount

## ARTICLE 22 COMPENSATION

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of \$5,000 to provide assistance to unit members who are granted and use unpaid Family Care Leave for more than four (4) consecutive weeks. The HEA President and the Assistant Superintendent, Human Resources, will jointly administer this Bank. Should the Bank be exhausted in any one (1) year, the parties agree to renegotiate the amount in the Bank. The Bank will be renewed annually.

- c. The District shall pay the percentage of the unit member's medical/dental premium equal to the percentage of leave time approved under the part time early retirement program not to exceed the percentage of unpaid leave times the Kaiser subscriber and two (2) or more dependents plus Delta Dental.
  - d. Each unit member 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 dental, life, and health insurance for up to one (1) year by paying the full cost. A unit member on a long-term disability may continue coverage at the unit member's expense for as long as the disability continues, or to retirement, provided this is agreeable to the carriers involved.
- 4. Enrollment in health and welfare plans may be extended at the unit member's expense in accordance with retirement provisions, Article 20 or in compliance with COBRA.
  - 5. The District will continue the Employee Assistance Program for the term of this agreement at District cost. All unit members will be covered by the EAP.
  - 6. District insurance plans and carriers will provide coverage for eligible domestic partners and their children.

## ARTICLE 23 PERSONNEL FILES

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- A. Each unit member's official personnel file shall be located in the Office of Human Resources. This file shall contain the following items of information: required Tuberculosis (TB) clearance, transcripts or academic records, credentials, signed application form, copy of signed contract and all application documents, and signed evaluations. The unit member is responsible for providing the basic items to the Office of Human Resources at the time of employment and to keep them updated.
1. All unit members shall provide evidence of freedom from TB as required by law. Unit members requiring renewal of evidence shall be notified prior to the yearly District tuberculosis screening clinic.
  2. The TB 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 TB examination shall be provided the Office of Human Resources 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, unit member, or the unit member's designee. The contents of the unit member's 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. Unit members shall have a right, upon request, to review the contents of their personnel files.
1. A representative of the unit member's choosing may accompany the unit member in this review or may review the file without the presence of the unit member as long as the representative has written authorization from the unit member 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.
  3. Pre-employment information shall not be available for inspection by unit members.
  4. This examination shall take place at a time when the unit member is not required to render service to the District.

## ARTICLE 23 PERSONNEL FILES

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5. Access to personnel files, except for the unit member, shall be limited to a need-to-know basis.
- E. Except material mentioned in Section D.3., the District shall give a unit member copies of information of a derogatory nature prior to placing the information in the unit member's personnel file together with a notice that the material shall not be entered or filed until the unit member has been provided ten (10) days from the receipt of the material in which to review, respond in writing, and/or meet with the Superintendent or designee. At the unit member's option, an Association representative may attend any meeting with the superintendent or designee to discuss a written warning or reprimand which is intended to be placed in the personnel file. Upon request of the unit member, the Superintendent or designee will investigate and respond in writing to the unit member within ten days of the meeting. The Superintendent or designee will have the final authority to uphold, rescind, or modify the written warning or written reprimand.
1. The unit member's review of such materials shall take place during the normal business hours of the District and the unit member shall be released from duty for this purpose without salary reduction.
  2. The unit member 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 member shall have the right to place pertinent material in his/her file. The material shall be submitted to the Assistant Superintendent, Human Resources who shall place the material in the unit member's file.

## ARTICLE 24 PROFESSIONAL GROWTH

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- 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. 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 unit member's performance that is conducted to determine the unit member's status.
- 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 in-service training meeting for professional growth advisors, and the Association shall hold an in-service training meeting for credential holders and bargaining unit professional growth advisors. Attendance at the in-services is voluntary.

## ARTICLE 25 ACADEMIC FREEDOM

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- A. Unit members shall have the right to send written communications regarding their instructional program directly to individual parents without administrative approval. Unit members and site administrators shall consult as needed to ensure that written communications are in accord with District policy. Unit members shall give their Principals copies of materials sent to all of the parents/guardians of students in their classes.
- 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 follow methods and educationally acceptable learning styles of instruction, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and student learning. Such academic freedom shall be subject to 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. Teachers are required to develop and maintain lesson plans including plans for substitutes and for final exams. Lesson plans shall be made available to share with the administration upon individual request. Lesson plans shall be submitted to the site administrator upon request as required for documentation of sanctions or interventions necessitated under Federal or State law. Lesson plans collected for this purpose shall not be used for evaluation.
- E. 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 25 ACADEMIC FREEDOM

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- F. Collaboration time shall be teacher directed and focused on standards based instruction, and/or school goals, and/or district goals. Teachers shall share decisions related to school and district goals from collaboration time with administration. The form and process for sharing the decisions shall be mutually developed and agreed to by HEA and HUSD. No aspects of collaboration will be used in evaluation.
- G. Unit members shall have the right to select attire appropriate to a professional educator.
- H. PE and Music teachers shall be provided with locked storage space to store PE equipment and musical instruments.

## ARTICLE 26 CURRICULUM AND INSTRUCTION

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- 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. Curriculum council members and area chairs 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. Any changes in curriculum development procedures during the life of this agreement shall be made by mutual agreement between HEA and the District.
- C. Independent Study Lessons

Teachers will be notified of student/parent requests for short-term independent study at least three school days prior to the student's departure from the classroom, unless late notice by the student/parent prohibits such early notification. In that case, the teacher will make every effort to supply lessons prior to the student's departure.

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## ARTICLE 27 RESTRUCTURED COMPREHENSIVE HIGH SCHOOLS

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

### A. Hours

#### 1. 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:
  - Five (5) minutes passing time beginning of day (from first bell);
  - Four (4) ninety (90) minute instructional blocks;
  - Communication period (could be added to block) ten (10) minutes passing time between blocks;
  - Forty-five (45) minute lunch period (forty (40) minutes duty free).

The parties agree that the flexibility provided by the maintenance "before school scheduling" as in the current "Block O" period should be maintained. In the event that a unit member opts to teach such a "before school" period then the member's 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 unit members shall be 7 ¼ 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 five (5) minutes, based on a 2/3rd secret vote of the staff.

### 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 ninety (90) minutes (which will include sixty (60) minutes of preparation and thirty (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 sixty (60) minutes and the office time will be fifteen (15) minutes. The preparation time shall be free of classroom instruction or other assigned duties.

## ARTICLE 27 RESTRUCTURED COMPREHENSIVE HIGH SCHOOLS

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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

1. 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.
2. No full-time unit member shall be required to teach more than two (2) different classes per term (e.g. Geometry, PreCalculus, Math A). Exceptions may be made with the consent of the teacher. If two classes are the same with the exception of their sheltered designation, they will be considered the same class.

### D. Class Size

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

Keyboarding thirty-two (32), physical education forty-one (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 12, B3, shall not be interpreted to provide class sizes larger than the maximums set forth above.

2. The maximum stated in paragraph D.1. may be exceeded by no more than three students when that becomes necessary in order to accept and assign students to class. Exceptions may be made with the consent of the teacher to the maximum class size listed above for singletons, and doubletons not to exceed thirty-seven (37) students (A singleton is a single class, which is offered one time during the school year. A doubleton can be either a single class offered in two terms, or two of the same class offered in one term.) In no event may any physical education teacher be assigned more than one hundred and twenty-eight (128) students daily per term. Chorus and band teachers will be limited to one hundred and twenty-five (125) students daily per term, which can only be exceeded with the consent of the teacher. Keyboarding teachers are limited to ninety-nine (99) students daily per term. All other teachers are limited to ninety (90) students daily per term.

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## ARTICLE 27 RESTRUCTURED COMPREHENSIVE HIGH SCHOOLS

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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 eighth (8<sup>th</sup>) 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.
4. Ninth grade CSR shall be consistent with state guidelines and the District's application and certification pursuant to Education Code 52084 and shall be dependent on state and federal CSR funding and the determination of the District and State to continue the CSR program on an annual basis.

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:

$(\text{Total enrollment} - .5 \times \text{ELC enrollment}) \times 6 \div 5 \div 33 = \text{FTE subtotal}$   
 $\text{FTE subtotal} + .2 \times (\text{yearbook} + \text{intramural program director} + \text{activities director} + \text{newspaper} + \text{athletic director} + \text{site technology coordinator}) + .2 (\text{every 200 students over 1600 projected enrollment}) \text{ minus 3 FTE.}$

NOTE: Do not take ROC out of the total enrollment and Special Ed. teachers and counselors 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 high schools shall be determined by the above formula no later than eight (8) school days from the beginning of the school year.

There shall be an adjustment period of no longer than eight (8) school days at the beginning of the school year and five (5) days at semester to balance classes in line with the class size maximums.

F. Extra Workload and Program Enhancement

In addition to E above the following adjustments will be made in staffing in each restructured high school:

1. Extra workload sections shall be allocated on the following basis: 1 section each for (a) Yearbook, (b) Newspaper, (c) Director of Student Activities, (d) Site Technology Coordinator, (e) Director of Athletics,

## ARTICLE 27 RESTRUCTURED COMPREHENSIVE HIGH SCHOOLS

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(f) Director of Intramural Program, (g) Finance Director, (h) Language Arts Chair, (i) Mathematics Department Chair, and (j) one section for every 200 students over 1600 enrollment.

2. These unit members in (a) through (j) above will each 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. In addition, unit members in (c), (e), and (g) above will receive a second section of release time from program enhancement allotment sections. Program enhancement sections shall be allocated at a ratio of one for every 200 students enrolled at each high school. Program enhancement sections are defined as offerings beyond those which are contained in the program planning guide. The Site Based Decision Making Team or the Local Curriculum Council shall make recommendations on the use of the program enhancement sections. The principal shall report to the staff about the use of the program enhancement sections.

### G. Review, Continuation and Termination

During the 1997-2000 school years, 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 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 two-thirds (2/3) vote of the unit members at that specific school.

The program will be suspended in any school where, at the end of the school year, two-thirds (2/3) of the unit members in that school, or HEA or the District do not support a continuation of the program. All matters contained in the Agreement not specifically inconsistent with these provisions shall remain in full force and effect.

## ARTICLE 28 SITE BASEED DECISION MAKING

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### A. Philosophy

1. The District and the Association agree that shared decision making should be fostered, promoted, and supported in accordance with the following provisions contained herein.

The District and the Association believe and herein recognize that site based decision making in which unit members, other employees, parents, community members, and students (where age appropriate), at individual sites are given increased responsibility for making decisions, will improve effective educational practice and process. This process would better provide opportunities for the exchange of ideas, data, and information that is necessary for restructuring to improve educational opportunities for students and to increase employee job performance, satisfaction, and morale.

2. The District and the Association agree that better decisions will be made and should be fostered through the shared decision making process at all sites in the District. To this end, the District and the Association will promote and assist employees in the development of shared decision making processes and procedures District-wide.

### B. Accordingly, the parties agree as follows:

1. In support of these goals and to facilitate implementation of HUSD's Board Goals and Objectives, which will include safe schools, the parties agree that the Superintendent, Association President and any additional representatives designated by the District and the Association respectively, shall regularly meet. Any changes to the core composition mentioned herein will be the Central Team's responsibility. The core composition shall include: the Superintendent, an Associate Superintendent, and three (3) site administrators all to be appointed by the Superintendent; three (3) regular classroom teachers and two (2) representatives of HEA appointed by the HEA President. AEOTE and SEIU will each appoint a representative. The Board will have two (2) representatives, one (1) of which could be a parent. Alternates may be appointed as needed by circumstances. The Central Team shall be jointly chaired by one (1) person appointed by the Association and one (1) person appointed by the District for the following purposes:
  - a. Facilitate the implementation of the HUSD Site-Based Decision Making (SBDM) model through this and any subsequent agreements between the District and the Association regarding shared decision making. This would include seeking waivers where deemed appropriate by the parties through processes established

## ARTICLE 28 SITE BASEED DECISION MAKING

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by the parties. In addition the Central Team is prohibited from hiring, firing, evaluating or directing the work of employees or establishing merit pay.

- b. Provide necessary resources and ensure that reasonable financial resources are made available to each site as the staff prepares for and implements SBDM procedures and plans.
- c. Advise and assist, as needed, District area teams and schools in the development of their procedures, processes and structures for shared decision making.
- d. Study SBDM and related issues and receive training.
- e. Develop training programs for SBDM at both the District and site level and share information internally and externally.
- f. Review, approve, and evaluate site level SBDM programs at least once each year. Develop and implement guidelines and criteria for a uniform system of evaluation of the site program.
- g. Develop a system to provide site level assistance as needed. Develop a process to terminate or suspend a project for cause.
- h. Meetings shall be held at a time convenient for members. Unit members serving on the district level SBDM team shall receive release time. Decisions attained by consensus of the members will be a primary goal. The first major task of the team will be to decide the process for reaching consensus. If consensus cannot be met, decisions made by the majority will stand. The majority shall be based on the number present. Robert's Rules shall be applicable to issues not herein addressed. An agenda shall be jointly prepared by the co-chairs seventy-two (72) hours in advance of each meeting with committee members being provided an opportunity for submission of items and supporting documents twenty-four (24) hours prior to its preparation and sent to committee members.

### C. Local Site Based Decision Making Team

1. If two-thirds (2/3) of the unit members at a school site, voting by secret ballot, wish to participate in SBDM, a local SBDM Team shall be established to receive Central District Team training. Local Site-based Decision Making Teams will have a structure with representation such that the professional staff (site administration and instructional staff) together make-up a simple majority.

## ARTICLE 28 SITE BASEED DECISION MAKING

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2. The core composition of the elementary sites and child development centers site based decision making team will be: A site administrator, a FRA rep, a curriculum council person, classroom teachers, a certificated support staff person and a classified support staff person, and a parent.
3. The core composition for the intermediate, high schools and adult school shall be: A site administrator, a FRA rep, a site or district Curriculum Council person, classroom teachers, a certificated support staff person, a classified support staff person, a parent and a student.
4. The parents/community members who are selected should not be District employees.
  - a. Representatives shall be elected for a two year term specifically to serve on the local SBDM Team and shall be eligible for reelection. Alternate team members may be elected and may attend and vote in the absence of the regular representative.
  - b. Local SBDM Teams shall have joint chairpersons: the site principal and the FRA Rep.
  - c. Local SBDM Teams shall consider all points of view expressed at the session and shall solicit the advice and council of parent organizations, employee groups, and all other interested parties. Meetings should be open and time given for reasonable input. Local Teams have the following functions and responsibilities:
    - (1) Participation in SBDM training.
    - (2) Developing a School Site Project Agreement. Such agreement shall not include the Local SBDM Team hiring, firing, or evaluating bargaining unit members. Neither shall such a Project Agreement include a merit pay system for certificated bargaining unit members. The School Site Project Agreement shall include goals and objectives and may have a plan for including parents in school activities, staff development, and shall include an evaluation of the Project Agreement on an annual basis.
    - (3) Making decisions about school issues such as budget, implementation of standards based instruction, and safety.
    - (4) Tailoring and coordinating curriculum and instruction across grade levels and between and within departments at the school site level.

## ARTICLE 28 SITE BASEED DECISION MAKING

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- (5) Establishing/revising site pupil discipline plans and practices.
- (6) Designing and conducting site staff development programs and policies.
- (7) Solving school-wide problems and developing programs.
- (8) Developing procedures and communications which encourage teacher involvement in decision making.
- (9) Making recommendations on staffing and the day-to-day operation of the school.
- (10) Selecting two (2) unit member representatives from the site for the final site interview panel for a site administrator(s) vacancy. This does not apply to internal reassignments or transfers.

### D. Site Budgets and Purchasing Deadlines

1. A SBDM Team may make decisions regarding the use of unrestricted general fund monies flowing to the site.
2. The District will provide information to Principals as to the amount of the site discretionary budget, as described in D.1. above, as such information becomes known. The Principal will communicate this information to the SBDM Team in a timely manner following receipt thereof.
3. A SBDM Team may recommend to the appropriate body/ person the use of other site funds, i.e., those not described in D.1. above.
4. The District will provide information to Principals as to purchasing deadlines regarding the expenditure of all site funds (D.1. and D.3. above), as such information becomes known. The Principal will communicate this information to the SBDM Team in a timely manner following receipt thereof.

E. The focus of the SBDM Team activity shall be upon establishment of local site plans and practices and planning direction rather than day-to-day administration or execution of policy and plans.

F. The District and the Association recognize that the site based decision making may be an innovative process and that proposals may be considered that are in conflict with collective bargaining Agreements, Board Policy, regulation, or law.

## ARTICLE 28 SITE BASED DECISION MAKING

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Upon request of the SBDM Team and approval of the District level SBDM Council, the District and the Association may pursue the waiver. Until such waiver is granted by the proper body, no action should be taken by the site.

- G. SBDM Team meetings shall be held at a time convenient for a majority of the team members.
- H. Decisions attained by consensus of the members will be a primary goal. The first major task of the team will be to decide the process for reaching consensus. If consensus cannot be met, decisions made by the majority will stand. The majority shall be based on the number present. Robert's Rules shall be applicable to issues not herein addressed. An agenda shall be jointly prepared by the co-chairs seventy-two (72) hours in advance of each meeting with committee members being provided an opportunity for submission of items and supporting documents twenty-four hours (24) prior to its preparation and sent to committee members.
- I. Site budgets for SBDM site meetings will be funded by the District based on the following formulae:
  - 1. For elementary sites the budgeted amount equal to the number of teachers on the SBDM site team (up to 7) times the substitute teacher daily rate times nine meetings per year.
  - 2. For middle school sites the budgeted amount equal to the number of teachers on the SBDM site team (up to 9) times the substitute teacher daily rate times nine meetings per year.
  - 3. For high school sites the budgeted amount equal to the number of teachers on the SBDM site team (up to 11) times the substitute teacher daily rate times nine meetings per year.

Distribution of these budgeted monies to members of the site teams shall be determined and approved by the SBDM site team. Unit members may be paid based on the hourly rate (monthly upon submission of time cards), or a flat stipend paid annually at the end of the school year (upon submission of a PAF.)
- J. Membership on a site team will be voluntary. Selection will be made by one's peers.
- K. Unresolved SBDM site level issues will be submitted to the Central Team before implementation at the site.

## ARTICLE 29 DISTANCE LEARNING

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The parties to agree to begin bargaining Article 29 within 20 days of ratification of the 2013-2016 contract.